# Documentation Mistakes

SUBTITLE

## Agenda Today

- Review real mistakes found in Documentation
- Activity: Breakout Rooms



## **Invitation Letter**

The purpose of this meeting is to: (Check all that apply)
<ul> <li>Develop an IEP, if your child is eligible, or continues to be eligible, for special education and related services.</li> <li>Discuss possible changes in your child's current IEP and revise it as needed.</li> <li>Transition Planning. If your child will be at least 14 years old during the duration of this IEP, the IEP team will develop postsec</li> <li>Transition Services. If necessary, and with your consent, staff from other public agencies that may be providing or paying for</li> </ul>
Other

## Cover Page

• Check your dates for multiple attempts

Other information:	Ist "Invitation To Participate" in an IEP meeting was sent via PowerSchool on 04/03/2024. It has not yet been signed and returned.  Meeting Rescheduled for a 2nd Attempt.  2nd "Invitation To Participate" in an IEP meeting was sent via PowerSchool on	
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# Section I: Special Considerations

Consider the questions when writing the IEP

Behavior can note in "Other information" if an FBA had ever been done

Vision and Hearing – should only be if the student has/needs additional plans

AT should be marked if student has AT

Communication – includes Speech

Yes. The IEP must include a description of the instruction in Braille and the use of media (including an evaluation of the student's future needs for instruction in Braille or the use of No  Is the student deaf or hard of hearing?  Yes. The IEP must include a communication plan to address the following: language and commun communication mode; academic level; full range of needs, including opportunities for direct instrusection of the IEP these considerations are addressed. The Communication Plan must be completed No  Does the student have communication needs?  Yes. Student needs must be addressed in the IEP (i.e., present levels, specially designed instruction No  Does the student need assistive technology devices and/or services?  Yes. Student needs must be addressed in the IEP (i.e., present levels, specially designed instruction No  Does the student needs must be addressed in the IEP (i.e., present levels, specially designed instruction No  Does the student have limited English proficiency?  Yes. The IEP team must address the student's language needs and how those needs relate to the No  Does the student exhibit behaviors that impede her learning or that of others?  Yes. The IEP team must develop a Positive Behavior Support Plan that is based on a functional as Yes. The IEP team must develop a Positive Behavior Support Plan that is based on a dunctional as Yes. The IEP team must develop a Positive Behavior Support Plan that is based on a dunctional as Yes. The IEP team must develop a Positive Behavior Support Plan that is based on a dunctional as Yes.	the	student blind or visually impaired?
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<ul> <li>✓ No</li> <li>Does the student have limited English proficiency?</li> <li>Yes. The IEP team must address the student's language needs and how those needs relate to the</li> <li>✓ No</li> <li>Does the student exhibit behaviors that impede her learning or that of others?</li> <li>Yes. The IEP team must develop a Positive Behavior Support Plan that is based on a functional as listed in the Present Levels section of the IEP with a clear measurable plan to address the behavior document that is attached to the IEP. A Positive Behavior Support Plan and a Functional Behavior document that is attached to the IEP. A Positive Behavior Support Plan and a Functional Behavior</li> </ul>	Does	s the student need assistive technology devices and/or services.
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✓ No		Yes. The IEP team must develop a Positive Behavior Support Plan that is based on a functional as listed in the Present Levels section of the IEP with a clear measurable plan to address the behavior document that is attached to the IEP. A Positive Behavior Support Plan and a Functional Behavior
		No "The state of the state of t

 You must check the box under the PSN if the meeting is within 10 days!!!

### ER RR/IEP Meetings

Parent/Guardian waive ten-day time between receipt of typed Evaluation Report (ER/RR) and IEP Team meeting.

### Signature Page

518111111	
Community Agency Rep.	York OVR Representative
Teacher of Gifted****	

Regular Education Teacher**	<b>6</b>
Special Education Teacher (C	Case Manager)

\*\*Remember to adjust each staff member to who attended the meeting

## Section II: Present Levels

- Be sure to check:
  - o Student name and spellings
  - o Pronouns
  - o Past/Present Tense
  - o Acronyms Parents don't know! (FM, SC, LST, CT, ST)

### Parental Concerns

### Parental concerns for enhancing the education of the student

Parental concerns will be addressed at the time of the meeting

### Parental concerns for enhancing the education of the student

No additional concerns at this time.

### Parental concerns for enhancing the education of the student

Parent Input form was sent on 1/7/2022 and 1/11/2022

This will discussed during the IEP meeting. Parent/student input forms were sent on 10/7/2021 and not returned before the meeting date.

During the meeting, Bronwen's mother shared that she does not have many concerns at this time. The biggest concern is the portfolio work, s work for portfolios is on the right track.

Parental concerns for enhancing the education of the student

TBD

## SDIs in other parts of the IEP and RR

#### How the student's disability affects involvement and progress in the general education curriculum

Based on the data collected as part of the current reevaluation, Aiden qualifies for special education services as a student with Specific Learning Disability. Aiden wo

Encourage Aiden to ask questions and seek help if he does not understand

Give visual/ verbal/ nonverbal cues/ signals to maintain/regain attention or to stay on task during whole group and small group instruction

Immediate feedback and positive reinforcements

Frequent breaks allowed by the Learning Coach

Small Group Instruction for Math

Small Group Instruction for Reading

Small Group Instruction for Writing

Co-Taught Classroom for Language Arts

Co-taught Classroom for Math

Access to Resource Room Instruction

All tests and/ or content related materials read aloud with extended time as needed by Learning Coach when Reading is not being directly assessed

Extended time to complete tests, quizzes, and portfolios up to 2 weeks from due date not to extend beyond semester end

Modified assessments to include but not limited to: reduced number of questions; reduced number choices

Modified projects/ portfolios to include but not limited to: reduced number of questions; simplified directions; length; essay to short answer; alternate presentation

## **Assistive Technology**

- Are the AT needs appropriate?
  - scenario: Should we say there is a need for text to speech as specially designed instruction when the student has articulation delays and math computation needs?
- Are AT needs in "Special Considerations" reflected in
  - Present Levels of Functional Performance
  - · Needs
  - · SDIs

### Present levels of functional performance (e.g., results fron

The student will be provided with Assistive Technology

### Academic, developmental, and functional needs related to student's disability

Reading Comprehension Reading Fluency Math Computation Improve Articulation

## Teacher input

c. Modifications and Accommodations are: I offer many of these, but I have not used any with this ST.

Don't be afraid to interview teachers and ask guiding questions related to specific areas of concern to gather more information beyond live lesson attendance and lesson completion!

## PL Transition Information

Present levels related to current postsecondary transition goals if the student's age is 14, or younger if determined compared to does not qualify to receive post-secondary transition services at the time due to student's age.

Present levels related to current postsecondary transition goals if the student's age is 14, or younger if determined appropriate by the IEP team (e.g., results of formative assessments, curriculum-base Post-Secondary Transition Goals are not appropriate Logan for at this time due to his age. In the state of PA, a transition plan will be discussed and implemented during the IEP year Logan that turns 14.

Present levels related to current postsecondary transition goals if t

Not applicable at this time

## PL Transition Information

or students in Career and	echnology Centers	s, CIP Code:	n high school, Brianna is interested	in attending a college or	Measurable Annual Goal
ostsecondary Education ar niversity to study in the field	of Psychiatry.	pon graduation i o			(Document in Section V)
ourses of Study:			Projected Beginning Date	Anticipated Duration	Person(s)/Agency Responsible
Service/Activity	Location	Frequency	Projected Beginning Date		
					16-1
Employment Goal: Upon gr	aduation from high	school, Brianna is in	terested in gaining employment as	a Psychiatrist.	Measurable Annual Goal  Yes No (Document in Section V)
	aduation from high	school, Brianna is in			Yes No
Employment Goal: Upon gr Courses of Study: Service/Activity	aduation from high	school, Brianna is in Frequency	terested in gaining employment as  Projected Beginning Date	a Psychiatrist.  Anticipated Duration	☐ Yes ☐ No (Document in Section V)
Courses of Study: Service/Activity	Location	Frequency	Projected Beginning Date	Anticipated Duration	Person(s)/Agency Responsible  Measurable Annual Goal
Courses of Study: Service/Activity	Location	Frequency		Anticipated Duration	Person(s)/Agency Responsible

## PL Transition Information

	S.		has a goal to achieve competitive	employment in the areas of a	Measurable Annual Goal  ☑ Yes ☐ No
Courses of Study:					(Document in Section V)
Current Courses (2023-202	4):				(bocument in Section V)
<ul> <li>Algebra 1 Part 1</li> </ul>					
<ul> <li>English Language Arts 1</li> </ul>	D .				
<ul> <li>Biology</li> </ul>					
<ul> <li>World History</li> </ul>					
<ul> <li>Personal Finance</li> </ul>					
<ul> <li>Art Exploration A/B</li> </ul>					
<ul> <li>Career Readiness 2</li> </ul>					
rojected Courses (2024-20)	25):				
<ul> <li>Consumer Math</li> </ul>	-				
. English Language Arts 11					
<ul> <li>Earth Science</li> </ul>					
American Government					
Career Readiness 3					
<ul> <li>Electives of Christian's Ch</li> </ul>	n				
Service/Activity	T				
ServicerActivity	Location	Frequency	Projected Beginning Date		
			Joseph Beginning Date	Anticipated Duration	Person(s)/ Agency Responsible
					a y responsibile
urses of Study:			nigh school, Christian has a goal to	continue living at home with	Measurable Annual Goal  Yes No
					(Document in Section to
rrent Courses (2023-2024):					(Document in Section V)
Algebra 1 Part 1					(Document in Section V)
Algebra 1 Part 1 English Language Arts 10					(Document in Section V)
Algebra 1 Part 1 English Language Arts 10 Biology					(Document in Section V)
Algebra 1 Part 1 English Language Arts 10 Biology World History					(Document in Section V)
Algebra 1 Part 1 English Language Arts 10 Biology World History Personal Finance					(Document in Section V)
Algebra 1 Part 1 English Language Arts 10 Biology World History Personal Finance Art Exploration A/B					(Document in Section V)
Algebra 1 Part 1 English Language Arts 10 Biology World History Personal Finance Art Exploration A/B Career Readiness 2					(Document in Section V)
Aigebra 1 Part 1 English Language Arts 10 Biology World History Personal Finance Art Exploration A/B Career Readiness 2 lected Courses (2024-2025)					(Document in Section V)
Aigebra 1 Part 1 English Language Arts 10 Biology World History Personal Finance Art Exploration A/B Career Readiness 2 ected Courses (2024-2025) Consumer Math					(Document in Section V)
Algebra 1 Part 1 English Language Arts 10 Biology World History Personal Finance Art Exploration A/B Career Readiness 2 ected Courses (2024-2025) English Language Arts 11					(Document in Section V)
Algebra 1 Part 1 English Language Arts 10 Biology World History Personal Finance Art Exploration A/B Career Readiness 2 ected Courses (2024-2025) Consumer Math English Language Arts 11 Earth Science					(Document in Section V)
Aigeora 1 Part 1 English Language Arts 10 Biology World History Personal Finance Art Exploration A/B Career Readiness 2 Jected Courses (2024-2025) Consumer Math English Language Arts 11 Earth Science American Government					(Document in Section V)
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Algebra 1 Part 1 English Language Arts 10 Biology World History Personal Finance Art Exploration A/B Career Readiness 2 ected Courses (2024-2025) Consumer Math English Language Arts 11 Earth Science American Government Career Readiness 3 Electives of Christian's Choice	i.				(Document in Section V)
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Aigeora 1 Part 1 English Language Arts 10 Biology World History Personal Finance Art Exploration A/B Career Readiness 2 Jected Courses (2024-2025) Consumer Math English Language Arts 11 Earth Science American Government Career Readiness 3 Electives of Christian's Choice	e	Frequency	Projected Beginning Date	Anticipated Duration	(Document in Section V)  Person(s)/Agency Responsible

## IV: Assessments -

LOCAL ASSESSMENTS

Alternate ACCESS for ELs (Administered in grades 1-12) Student will participate in the Alternate ACCESS for ELs.

Local assessment is not administered at this student's grade level; OR Student will participate in local assessments without accommodations; OR

The student will take an alternate local assessment.

Student will participate in local assessments with the following accommodations; OR

Not Assessed  ✓ No statewide assessment is administered at th  ☐ No English proficiency assessment administered	ed because the student is not an a o
PSSA (Math and English Language Arts (ELA) a	dministered in grades 3-8; Science administered in grades 4 and 8).
Student will participate in the PASA	
ACCESS for ELs (Administered in grades K-12)	

### VI. SDIs -

	Tring and the state of the stat			
o taught English Course  /eekly check in with case manager	Reach Cyber Charter School	225 minutes per week, while school is in session.	12/19/2023	12/17/2024
feekly check in with Family Mentor	Reach Cyber Charter School	Weekly, while school is in session	03/20/2024	12/17/2024
RELATED SERVICES - List the services that the student needs in order to benefit from his special.	Reach Cyber Charter School	Weekly, while school is in session	03/20/2024	12/17/2024

B. RELATED SERVICES - List the services that the student needs in order to benefit from his special education program.

Service Services that the	Location			
ech and Language Pathology/Therapy Group	S- 1 S-	Frequency	Projected Beginning Date	Aprilaine
roup	Reach Cyber Charter School	120 minutes per month		Anticipated Duration
UPPORTS FOR SCHOOL PERSONNEL - List th		per monen	12/19/2023	12/17/2024

C. SUPPORTS FOR SCHOOL PERSONNEL - List the staff to receive the supports and the supports needed to implement the student's IEP.

School Personnel to Receive Support	the staff to receive the supports and the supports	productive students lep.			
Gifted Education Teacher	Support  Special Education Teacher Consultation	<b>Location</b> Reach Cyber Charter School		Projected Beginning Date	Anticipated Duration
		Charter School	On going, to support Yaasin's needs.	12/19/2023	12/17/2024

#### VI. SPECIAL EDUCATION/RELATED SERVICES/SUPPLEMENTARY AIDS AND SERVICES/PROGRAM MODIFICATIONS

Include, as appropriate, for nonacademic and extracurricular services and activities.

#### A. PROGRAM MODIFICATIONS AND SPECIALLY DESIGNED INSTRUCTION (SDI):

- •SDI may be listed with each goal or as part of the table below.
- For a student who has a disability and is gifted, SDI also should include adaptations, accommodations, or modifications to the general education curriculum, as

For a student who has a disability and is gifted, Still also should include a suppropriate for a student with a disability.	Location	Frequency	Projected Beginning Date	Anticipated Duration
o-taught Math with a Learning Support Teacher	Reach Cyber Charter School	225 minutes per week; while school is in session	06/04/2024	06/02/2025
	Reach Cyber Charter School	180 minutes per week; while school is in sessio	06/04/2024	06/02/2025
	Reach Cyber Charter School	45 minutes weekly, while school is in session	06/04/2024	06/02/2025
	Reach Cyber Charter School	45 minutes weekly, while school is in session	06/04/2024	06/02/2025
	Reach Cyber Charter School	Minimum of 2 days per week fo 45 minutes each session; while school is in session	06/04/2024	06/02/2025
	Reach Cyber Charter School	Weekly, while school is in sesio	06/04/2024	06/02/2025
- 1236-14	Reach Cyber Charter School	Weekly, while school is in sesio	on	06/02/2025
	Reach Cyber Charter School	_	06/04/2024	06/02/2025
	Reach Cyber Charter School		06/04/2024	06/02/2025

### VII: Placement Section

#### VII. EDUCATIONAL PLACEMENT

A. QUESTIONS FOR IEP TEAM - The following questions must be reviewed and discussed by the IEP team prior to providing the explanations regarding participation with

It is the responsibility of each public agency to ensure that to the maximum extent appropriate students with disabilities, including those in public or private institutions or other care facilities are educated with students who are not disabled. Special classes, separate schooling or other removal of students with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular education classes, EVEN WITH the use of supplementary

- What supplementary aids and services were considered? What supplementary aids and services were rejected? Explain why the supplementary aids and services will or will not enable the student to make progress on the goals and objectives (if applicable) in this IEP in the general education class.
- What benefits are provided in the regular education class with supplementary aids and services versus the benefits provided in the special education class?
- What potentially beneficial effects and/or harmful effects might be expected on the student with disabilities or the other students in the class, even with supplementary.
- To what extent, if any, will the student participate with non-disabled peers in extracurricular activities or other nonacademic activities?

Explanation of the extent, if any, to which the student will not participate with students without disabilities in the regular education class:

Explanation of the extent, if any, to which the student will not participate with students without disabilities in the general education curriculum:

#### B. TYPE OF SUPPORT (Implementation Start Date: 03/27/2024)

#### 1. Amount of special education supports

Rinerant: Special education supports and services provided by special education personnel for 20% or less of the school day

Supplemental: Special education supports and services provided by special education personnel for more than 20% of the day but less than 80% of the school day Full-Time: Special education supports and services provided by special education personnel for 80% or more of the school day

### VII: Placement Section

S. IYP	E OF SUPPORT (Implementation Start Date: 10/13/2023)
1. An	nount of special education supports
$\checkmark$	ltinerant: Special education supports and services provided by special education personnel for 20% or less of the school day
	Supplemental: Special education supports and services provided by special education personnel for more than 20% of the day but less than 80% of the school day
	Full-Time: Special education supports and services provided by special education personnel for 80% or more of the school day
2. Ty	pe of special education supports
	Autistic Support
	Blind-Visually Impaired Support
	Deaf and Hard of Hearing Support
	Emotional Support
<b>~</b>	Learning Support
	Life Skills Support
	Multiple Disabilities Support
	Physical Support
<b>~</b>	Speech and Language Support

### **NOREPs**

7. The educational placement recommended for your child is (State the amount and type of special ed

Effective: 07/04/2024 - 07/02/2025

Amount of Special Education supports:

itinerant

Type of Special Education supports:

Learning Support

Location:

Name of School Building where the IEP will be implemented: Reach Cyber Charter School

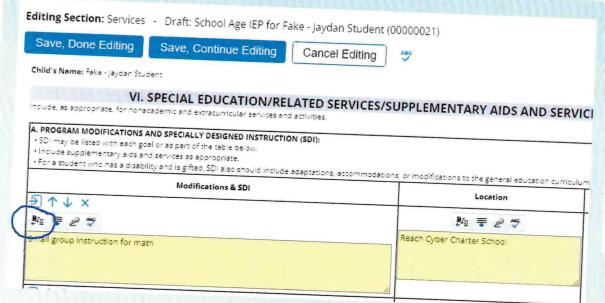
	Options Considered
upplemental level of support	
ull time regular education withou	

 $\delta$ . A description of other factors that were relevant to the LEA's proposal or refusal:



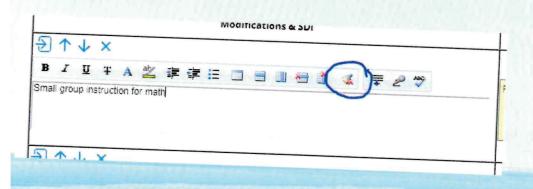
N/A

## PowerSchools and Focus



## PowerSchools "HTML" Issue

**REVISION 09/11/2024**	
Direct Instruction in Reading	
Small group testing (1-12)	
mmediate corrective feedback if reading aloud	



#### · The back end -

<span style="caret-color: rgb(0, 0, 0); color: rgba(0, 0, 0, 1)"><span dir="ltr"><bEnglish:</b><br/>font-size: inherit">-Extended time to complete assignments and assessments (up to one week, not to exceed the semester's end)</span><br/>font-size: inherit">-Wait time to give Kaylee time to process and answer questions during Live instruction sessions</span>-Allow alternative testing options (oral testing, limited written response, replace essay with short answer)<br/>br><span style="font-size: inherit">-Graphic organizers</span><br/>font-size: inherit">-Graphic organizers</span><br/>font-size: inherit">-Modified assessments/assignments</span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></span></pa>

#### 1)"> </span>

<span style="font-family: &quot;Open
Sans&quot;, sans-serif; font-size: 12px;
background-color: rgba(255, 255, 0, 1)">
<b>Direct Instruction for Written
Expression</b></span><span style="font-family: &quot;Open Sans&quot;, sans-serif;
font-size: 12px; background-color: rgba(255, 255, 255, 1)">&nbsp;&nbsp;</span>

<span style="font-family: &quot;Open
Sans&quot;, sans-serif; font-size: 12px;
background-color: rgba(255, 255, 0, 1)">
<b>Direct Instruction for Math</b></span>

<span style="color: rgba(0, 0, 0, 1); font-family: Calibri, sans-serif: fontsize: 14px; fontvariant-ligatures: none; orphans: 2; widows: 2: background-color: rgba(255, 255, 255, 1): text-decorationstyle: initial; textdecoration-color: initial">Reach Cyber Charter School</span>

ranan atula-llaneat

## PowerSchools "HTML" Issue

Do not click the formatting button unless it's needed in the cell

Try to use the formatting within PowerSchools

Mainly SDIs, but consider all areas

Highlighting is causing an issue – try highlighting within PS for now

## **Activity Time!**

#### Folder - 10-3-PLC activity

Last Names A-E - <a href="https://reachcyber-org.zoom.us/j/6038656499">https://reachcyber-org.zoom.us/j/6038656499</a>

Last Names F-K - https://reachcyber-org.zoom.us/j/3302169454

Last Names L-R - <a href="https://reachcyber-org.zoom.us/j/4071499405">https://reachcyber-org.zoom.us/j/4071499405</a>

Last Names S-Z - <a href="https://reachcyber-org.zoom.us/j/2666017945">https://reachcyber-org.zoom.us/j/2666017945</a>

#### Remaining in this Zoom Room -

School Psychologists, Speech Eval Team, School Social Worker, Mental Health Counselors, BCBAs

## Breakout Rooms of 5-6 people

Identify a recorder in each group to share and mark up the document (can use Adobe, Word, Adding Text Boxes)

Note each group members name on the front page Identify at least 10 errors (and more!)

Upload your final copy to this same folder - 10-3-24
PLC activity

Name (original name)	Join time	Leave time	Duration (minutes)
Sheryl Glasser	10/4/2024 8:24		103
Jaissa Gerity	10/4/2024 8:25	10/4/2024 10:07	102
Deb Schaeffer	10/4/2024 8:48	10/4/2024 10:06	79
Amy Turner	10/4/2024 8:48	10/4/2024 10:06	79
Danielle Adams	10/4/2024 8:52	10/4/2024 8:53	2
Stacey Baker	10/4/2024 8:52	10/4/2024 10:13	82
Amanda Wydra	10/4/2024 8:52	10/4/2024 8:53	1
Judith Webb	10/4/2024 8:53	10/4/2024 9:01	9
Danielle Adams	10/4/2024 8:53	10/4/2024 9:59	67
Amanda Wydra	10/4/2024 8:53	10/4/2024 9:59	67
Miss Rux	10/4/2024 8:53	10/4/2024 9:01	8
Rebecca Ritchie	10/4/2024 8:55	10/4/2024 8:56	1
Rebecca Ritchie	10/4/2024 8:56	10/4/2024 9:59	64
Chelsea Dorsek	10/4/2024 8:56	10/4/2024 9:01	5
Cindy Urich	10/4/2024 8:56	10/4/2024 9:01	5
Ms. DeLuca	10/4/2024 8:56	10/4/2024 9:01	5
Lauren Fix	10/4/2024 8:56	10/4/2024 9:01	5
Jennifer Hottenstein	10/4/2024 8:57	10/4/2024 9:01	5
Nicole James	10/4/2024 8:57	10/4/2024 9:01	5
Mrs. Karpen	10/4/2024 8:57	10/4/2024 9:01	4
Carly Zaremski	10/4/2024 8:57	10/4/2024 9:01	4
Bethany Brownlee	10/4/2024 8:57	10/4/2024 9:01	4
Alfonso Camargo	10/4/2024 8:57	10/4/2024 8:58	1
Rebecca Dando	10/4/2024 8:57	10/4/2024 9:01	4
Mrs. Carulli	10/4/2024 8:57	10/4/2024 8:58	1
Alyssa Roberts	10/4/2024 8:57	10/4/2024 9:01	4
Judy Burt	10/4/2024 8:57	10/4/2024 9:01	4
Jenna Izing	10/4/2024 8:57	10/4/2024 9:01	4
Morgan Wertz	10/4/2024 8:58	10/4/2024 9:01	4
Kelli Coppolella	10/4/2024 8:58	10/4/2024 9:01	
Mrs. Carulli	10/4/2024 8:58	10/4/2024 9:59	
Mrs. Mallory Geibel	10/4/2024 8:58	10/4/2024 9:01	
Alfonso Camargo	10/4/2024 8:58	10/4/2024 9:01	
Ms. Carissa Blair	10/4/2024 8:58	10/4/2024 9:01	
Holly Kauffman	10/4/2024 8:58	10/4/2024 9:01	
Chelsea Frankhouser	10/4/2024 8:58		
Heather Baughman	10/4/2024 8:58	10/4/2024 9:01	
Erin Shiffer	10/4/2024 8:58		
Shelly Wade	10/4/2024 8:58		
Madison Frasso	10/4/2024 8:58		
Marci Mazenko	10/4/2024 8:58	10/4/2024 9:01	3

Miss Gardner	10/4/2024 8:58	10/4/2024 9:01	3
Jessica Martin	10/4/2024 8:58	10/4/2024 9:01	3
Lindsey Kepner	10/4/2024 8:58	10/4/2024 9:01	3
Jill McConnell	10/4/2024 8:58	10/4/2024 9:01	3
Kimberly Filer	10/4/2024 8:58	10/4/2024 9:01	3
Jessica Scott	10/4/2024 8:58	10/4/2024 9:01	3
Ms. Holly	10/4/2024 8:58	10/4/2024 9:01	3
LeAnn Moore	10/4/2024 8:58	10/4/2024 9:01	3
Ms. Hannah Campbell	10/4/2024 8:59	10/4/2024 9:01	3
Sarah Walter	10/4/2024 8:59	10/4/2024 9:01	3
Jadie Smith	10/4/2024 8:59	10/4/2024 9:01	3
Jamie Tracy	10/4/2024 8:59	10/4/2024 9:01	3
Morgan Myers	10/4/2024 8:59	10/4/2024 9:01	3
Sarah Gallagher	10/4/2024 8:59	10/4/2024 9:01	3
Vicki Vinskie	10/4/2024 8:59	10/4/2024 9:01	3
Nicole LeCause	10/4/2024 8:59	10/4/2024 9:01	3
Katelyn Herback	10/4/2024 8:59	10/4/2024 9:01	2
Monica Rourke	10/4/2024 8:59	10/4/2024 9:01	2
Danielle Hreha	10/4/2024 8:59	10/4/2024 9:01	3
Karen Snyder	10/4/2024 8:59	10/4/2024 9:01	2
Diane Desmond	10/4/2024 8:59	10/4/2024 9:01	2
Brittany Snedeker	10/4/2024 8:59	10/4/2024 9:01	2
Jessica Savka (OT)	10/4/2024 8:59	10/4/2024 9:01	2
Ms. Miller	10/4/2024 8:59	10/4/2024 9:01	2
Tyler Murray	10/4/2024 8:59	10/4/2024 9:01	2
Lindsay Cordisco	10/4/2024 8:59	10/4/2024 9:01	2
Samantha Watson	10/4/2024 8:59	10/4/2024 9:01	2
Lauren McElrone	10/4/2024 8:59	10/4/2024 9:01	2
Wendy Masser	10/4/2024 8:59	10/4/2024 9:01	2
Jenna Hurbanek	10/4/2024 8:59	10/4/2024 9:01	2
Sarah Yoder	10/4/2024 8:59	10/4/2024 9:00	2
Ms. Ashley	10/4/2024 8:59	10/4/2024 9:01	2
Paige Barbus	10/4/2024 8:59	10/4/2024 9:01	2
Mrs. Duquette	10/4/2024 8:59	10/4/2024 9:01	2
Gabriela Gutierrez	10/4/2024 8:59	10/4/2024 9:01	2
Ashley McGough	10/4/2024 8:59	10/4/2024 9:01	2
Kelsey Soboleski	10/4/2024 8:59	10/4/2024 9:01	2
Amelia Steigerwalt	10/4/2024 8:59	10/4/2024 9:01	2
Alissa Keebler	10/4/2024 8:59	10/4/2024 9:01	2
Miss Geiser	10/4/2024 8:59	10/4/2024 9:01	2
Casey Petroshuk	10/4/2024 8:59	10/4/2024 9:01	2
Danielle Blass	10/4/2024 8:59	10/4/2024 9:01	2
rhartley	10/4/2024 8:59	10/4/2024 9:01	2
Blakeley Bigham	10/4/2024 8:59	10/4/2024 9:01	2

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	Miss Lacey (OT)	10/4/2024 8:59	10/4/2024 9:01	2
	Justine Irwin	10/4/2024 8:59	10/4/2024 9:01	2
)	Andrea O'Brien	10/4/2024 8:59	10/4/2024 9:01	2
	Kimberly Cooper	10/4/2024 8:59	10/4/2024 9:01	2
	Annette Zell	10/4/2024 9:00	10/4/2024 9:01	2
	JP Wasicko	10/4/2024 9:00	10/4/2024 9:01	2
	Mr. Pino	10/4/2024 9:00	10/4/2024 9:01	2
	Kyra Hulsebos	10/4/2024 9:00	10/4/2024 9:01	2
	Angela Lannan	10/4/2024 9:00	10/4/2024 9:01	2
	Mikala Smith	10/4/2024 9:00	10/4/2024 9:01	2
	Lauren Busch	10/4/2024 9:00	10/4/2024 9:01	2
	Diana Simmons	10/4/2024 9:00	10/4/2024 9:01	2
	Tara Donahue	10/4/2024 9:00	10/4/2024 9:01	2
	Leslie Hartos	10/4/2024 9:00	10/4/2024 9:01	2
	Andy Chacon	10/4/2024 9:00	10/4/2024 9:01	2
	Mollie Nixon	10/4/2024 9:00	10/4/2024 9:01	2
	Miss Stacey (OT)	10/4/2024 9:00	10/4/2024 9:01	1
	Shelly Pomo	10/4/2024 9:00	10/4/2024 9:01	1
	Mrs. Bongivengo	10/4/2024 9:00	10/4/2024 9:01	1
	Marybeth Zepka	10/4/2024 9:00	10/4/2024 9:01	1
	Lindsay Cordisco	10/4/2024 9:01	10/4/2024 9:01	1
$\langle \cdot \rangle$	Ms. Hannah Campbell	10/4/2024 9:01	10/4/2024 9:59	59
	Lauren Fix	10/4/2024 9:01	10/4/2024 9:59	59
	LeAnn Moore	10/4/2024 9:01	10/4/2024 9:59	59
	Shelly Wade	10/4/2024 9:01	10/4/2024 9:59	59
	Rebecca Dando	10/4/2024 9:01	10/4/2024 9:59	59
	Holly Kauffman	10/4/2024 9:01	10/4/2024 9:59	59
	Madison Frasso	10/4/2024 9:01	10/4/2024 9:27	27
	Jessica Martin	10/4/2024 9:01	10/4/2024 9:59	59
	Bethany Brownlee	10/4/2024 9:01	10/4/2024 9:59	59
	Marci Mazenko	10/4/2024 9:01	10/4/2024 9:58	58
	Sarah Walter	10/4/2024 9:01	10/4/2024 9:59	59
	Jessica Scott	10/4/2024 9:01	10/4/2024 9:59	59
	Alyssa Roberts	10/4/2024 9:01	10/4/2024 9:59	59
	Chelsea Frankhouser	10/4/2024 9:01	10/4/2024 9:59	59
	Jill McConnell	10/4/2024 9:01	10/4/2024 9:59	59
	Chelsea Dorsek	10/4/2024 9:01	10/4/2024 9:59	59
	Carly Zaremski	10/4/2024 9:01	10/4/2024 9:59	59
	Kelli Coppolella	10/4/2024 9:01	10/4/2024 9:59	59
	Mrs. Karpen	10/4/2024 9:01	10/4/2024 9:59	59
	Judy Burt	10/4/2024 9:01	10/4/2024 9:58	58
( )	Kimberly Filer	10/4/2024 9:01	10/4/2024 9:59	59
	Heather Baughman	10/4/2024 9:01	10/4/2024 9:59	59
	Nicole James	10/4/2024 9:01	10/4/2024 9:59	59

Lindsey Kepner	10/4/2024 9:01	10/4/2024 9:57	57
Miss Rux	10/4/2024 9:01	10/4/2024 9:59	59
Cindy Urich	10/4/2024 9:01	10/4/2024 9:59	59
Miss Gardner	10/4/2024 9:01	10/4/2024 9:59	59
Jenna Izing	10/4/2024 9:01	10/4/2024 9:59	59
Mrs. Duquette	10/4/2024 9:01	10/4/2024 9:59	59
Ms. Holly	10/4/2024 9:01	10/4/2024 9:59	59
Ms. Carissa Blair	10/4/2024 9:01	10/4/2024 9:59	58
Katelyn Herback	10/4/2024 9:01	10/4/2024 9:59	59
Miss Geiser	10/4/2024 9:01	10/4/2024 9:59	59
Mrs. Mallory Geibel	10/4/2024 9:01	10/4/2024 9:59	59
Brent Henry	10/4/2024 9:01	10/4/2024 9:59	59
Karen Snyder	10/4/2024 9:01	10/4/2024 9:59	59
Justine Irwin	10/4/2024 9:01	10/4/2024 9:59	59
Tyler Murray	10/4/2024 9:01	10/4/2024 9:59	59
Erin Shiffer	10/4/2024 9:01	10/4/2024 9:59	59
Annette Zell	10/4/2024 9:01	10/4/2024 9:59	59
Jenna Hurbanek	10/4/2024 9:01	10/4/2024 9:59	59
Casey Petroshuk	10/4/2024 9:01	10/4/2024 9:57	57
Lauren McElrone	10/4/2024 9:01	10/4/2024 9:59	59
Jadie Smith	10/4/2024 9:01	10/4/2024 9:59	58
Kimberly Cooper	10/4/2024 9:01	10/4/2024 9:59	59
Ms. Ashley	10/4/2024 9:01	10/4/2024 9:59	59
Monica Rourke	10/4/2024 9:01	10/4/2024 9:59	59
Blakeley Bigham	10/4/2024 9:01	10/4/2024 9:59	59
Alissa Keebler	10/4/2024 9:01	10/4/2024 9:57	56
Diane Desmond	10/4/2024 9:01	10/4/2024 9:59	59
Miss Lacey (OT)	10/4/2024 9:01	10/4/2024 9:59	59
Wendy Masser	10/4/2024 9:01	10/4/2024 9:59	59
Danielle Blass	10/4/2024 9:01	10/4/2024 9:59	59
Ms. Miller	10/4/2024 9:01	10/4/2024 9:59	59
Jennifer Hottenstein	10/4/2024 9:01	10/4/2024 9:14	14
Sarah Gallagher	10/4/2024 9:01	10/4/2024 9:59	59
Jamie Tracy	10/4/2024 9:01	10/4/2024 9:59	59
Alfonso Camargo	10/4/2024 9:01	10/4/2024 9:59	58
Kyra Hulsebos	10/4/2024 9:01	10/4/2024 9:59	58
Mrs. Pursel	10/4/2024 9:01	10/4/2024 9:59	59
Ashley McGough	10/4/2024 9:01	10/4/2024 9:59	59
Ms. Guerra	10/4/2024 9:01	10/4/2024 9:59	59
Samantha Watson	10/4/2024 9:01	10/4/2024 9:59	59
Kara Bac	10/4/2024 9:01	10/4/2024 9:01	1
Lindsey Barclay	10/4/2024 9:01	10/4/2024 9:59	59
Mollie Nixon	10/4/2024 9:01	10/4/2024 9:59	59
Nicole LeCause	10/4/2024 9:01	10/4/2024 9:59	59

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	Mrs. Bendis	10/4/2024 9:01	10/4/2024 9:59	59
	Angela Lannan	10/4/2024 9:01	10/4/2024 9:59	59
	Amelia Steigerwalt	10/4/2024 9:01	10/4/2024 9:59	59
	Chantal Kline	10/4/2024 9:01	10/4/2024 9:59	59
	Leigh Niedergall	10/4/2024 9:01	10/4/2024 9:59	59
	Mrs. Yannick	10/4/2024 9:01	10/4/2024 9:59	59
	Diana Simmons	10/4/2024 9:01	10/4/2024 9:59	59
	Krista Frehn	10/4/2024 9:01	10/4/2024 9:47	47
	Ms. Dana	10/4/2024 9:01	10/4/2024 9:57	57
	Kaitlyn Wilczynski	10/4/2024 9:01	10/4/2024 9:59	59
	Rachael Giovannangelo	10/4/2024 9:01	10/4/2024 9:59	59
	Mrs. Super	10/4/2024 9:01	10/4/2024 9:59	59
	Sarah Yoder	10/4/2024 9:01	10/4/2024 9:59	59
	JP Wasicko	10/4/2024 9:01	10/4/2024 9:59	59
	Marykate N.	10/4/2024 9:01	10/4/2024 9:59	59
	Todd Zinn	10/4/2024 9:01	10/4/2024 9:59	58
	Rachel Moussa	10/4/2024 9:01	10/4/2024 9:59	59
	Sarah Fletcher	10/4/2024 9:01	10/4/2024 9:59	59
	Allyson Ruff	10/4/2024 9:01	10/4/2024 9:59	59
	Lisa Heffron	10/4/2024 9:01	10/4/2024 9:59	59
	Lindsay Cordisco	10/4/2024 9:01	10/4/2024 9:59	59
	Kara Bac	10/4/2024 9:01	10/4/2024 9:59	59
	Brandy Lair	10/4/2024 9:01	10/4/2024 9:59	59
	Gregory C. McCurdy	10/4/2024 9:16	10/4/2024 10:13	58
	Ms.Eboni	10/4/2024 9:32	10/4/2024 9:57	25
	Ms. Jessie (OT)	10/4/2024 9:00	10/4/2024 9:01	1
	Beth Shaffer	10/4/2024 9:00	10/4/2024 9:01	1
	Nicole Fritz	10/4/2024 9:00	10/4/2024 9:01	1
	Lindsey Barclay	10/4/2024 9:00	10/4/2024 9:01	1
	Mrs. Calabrese	10/4/2024 9:00	10/4/2024 9:01	1
	Angie Krantz	10/4/2024 9:00	10/4/2024 9:01	1
	Meghan Godwin	10/4/2024 9:00	10/4/2024 9:01	1
	Kimberly Haines	10/4/2024 9:00	10/4/2024 9:01	1
	Kaitlyn Wilczynski	10/4/2024 9:00	10/4/2024 9:01	1
	Mrs. Bendis	10/4/2024 9:00	10/4/2024 9:01	1
	Ms. Guerra	10/4/2024 9:00	10/4/2024 9:01	1
	Grace Loughrie	10/4/2024 9:00	10/4/2024 9:01	1
	Lisa Heffron	10/4/2024 9:00	10/4/2024 9:01	1
	Krista Frehn	10/4/2024 9:00	10/4/2024 9:01	1
	Lisa Staros	10/4/2024 9:00	10/4/2024 9:01	1
	Alexandria Flamino	10/4/2024 9:00	10/4/2024 9:01	1
( )	Mary Watral	10/4/2024 9:00	10/4/2024 9:01	1
	Mrs. Pursel	10/4/2024 9:00	10/4/2024 9:01	1
	Eugene Pronio	10/4/2024 9:00	10/4/2024 9:01	1

Brent Henry	10/4/2024 9:00	10/4/2024 9:01	1
Mrs. McDermott	10/4/2024 9:00	10/4/2024 9:01	1
Kristine Delmas	10/4/2024 9:00	10/4/2024 9:01	1
Leigh Niedergall	10/4/2024 9:00	10/4/2024 9:01	1
Chantal Kline	10/4/2024 9:00	10/4/2024 9:01	1
Marykate N.	10/4/2024 9:00	10/4/2024 9:01	1
Mrs. Yannick	10/4/2024 9:00	10/4/2024 9:01	1
Mrs. Super	10/4/2024 9:00	10/4/2024 9:01	1
Rachel Moussa	10/4/2024 9:00	10/4/2024 9:01	1
Sarah Fletcher	10/4/2024 9:00	10/4/2024 9:01	1
Todd Zinn	10/4/2024 9:01	10/4/2024 9:01	1
Sarah Yoder	10/4/2024 9:01	10/4/2024 9:01	1
Allyson Ruff	10/4/2024 9:01	10/4/2024 9:01	1
Ms. Dana	10/4/2024 9:01	10/4/2024 9:01	1
Rachael Giovannangelo	10/4/2024 9:01	10/4/2024 9:01	1
Grace Scavicchio	10/4/2024 9:01	10/4/2024 9:01	1
Grace Sykes	10/4/2024 9:01	10/4/2024 9:01	1
Brittany Snedeker	10/4/2024 9:01	10/4/2024 9:59	59
Judith Webb	10/4/2024 9:01	10/4/2024 9:59	59
Mrs. Calabrese	10/4/2024 9:01	10/4/2024 9:59	59
Paige Barbus	10/4/2024 9:01	10/4/2024 9:59	58
Mr. Pino	10/4/2024 9:01	10/4/2024 9:59	59
Vicki Vinskie	10/4/2024 9:01	10/4/2024 9:59	59
Andrea O'Brien	10/4/2024 9:01	10/4/2024 9:59	59
rhartley	10/4/2024 9:01	10/4/2024 9:57	57
Kristine Delmas	10/4/2024 9:01	10/4/2024 9:59	59
Kelsey Soboleski	10/4/2024 9:01	10/4/2024 9:53	52
Mrs. McDermott	10/4/2024 9:01	10/4/2024 9:59	59
Morgan Wertz	10/4/2024 9:01	10/4/2024 9:07	7
Mary Watral	10/4/2024 9:01	10/4/2024 9:59	59
Kyra Dowling	10/4/2024 9:01	10/4/2024 9:01	1
Miss Stacey (OT)	10/4/2024 9:01	10/4/2024 9:59	59
Jessica Savka (OT)	10/4/2024 9:01	10/4/2024 9:58	58
Danielle Hreha	10/4/2024 9:01	10/4/2024 9:59	59
Marybeth Zepka	10/4/2024 9:01	10/4/2024 9:59	59
Eugene Pronio	10/4/2024 9:01	10/4/2024 9:59	59
Shelly Pomo	10/4/2024 9:01	10/4/2024 9:59	58
Ms. Jessie (OT)	10/4/2024 9:01	10/4/2024 9:59	59
Lisa Staros	10/4/2024 9:01	10/4/2024 9:59	59
Brandy Lair	10/4/2024 9:01	10/4/2024 9:01	1
Nicole Fritz	10/4/2024 9:01	10/4/2024 9:59	59
Ms. DeLuca	10/4/2024 9:01	10/4/2024 9:59	59
Morgan Myers	10/4/2024 9:01	10/4/2024 9:59	58
Andy Chacon	10/4/2024 9:01	10/4/2024 9:59	59

Alexandria Flamino	10/4/2024 9:01	10/4/2024 9:59	59	
Beth Shaffer	10/4/2024 9:01	10/4/2024 9:59	59	
Lauren Busch	10/4/2024 9:01	10/4/2024 9:59	59	
Mikala Smith	10/4/2024 9:01	10/4/2024 9:59	59	
Angie Krantz	10/4/2024 9:01	10/4/2024 9:59	59	
Leslie Hartos	10/4/2024 9:01	10/4/2024 9:59	59	
Mrs. Bongivengo	10/4/2024 9:01	10/4/2024 9:59	59	
Meghan Godwin	10/4/2024 9:01	10/4/2024 9:59	58	
Tara Donahue	10/4/2024 9:01	10/4/2024 9:59	59	
Rebecca Sibbett	10/4/2024 9:01	10/4/2024 9:01	1	
Grace Loughrie	10/4/2024 9:01	10/4/2024 9:59	58	
Kimberly Haines	10/4/2024 9:01	10/4/2024 9:59	59	
Gabriela Gutierrez	10/4/2024 9:01	10/4/2024 9:59	59	
Grace Scavicchio	10/4/2024 9:01	10/4/2024 9:59	59	
Rebecca Sibbett	10/4/2024 9:01	10/4/2024 9:59	59	
Kyra Dowling	10/4/2024 9:01	10/4/2024 9:59	59	
Grace Sykes	10/4/2024 9:01	10/4/2024 9:59	58	
Regina Landis	10/4/2024 9:01	10/4/2024 9:01	1	
Ms. Beyer	10/4/2024 9:01	10/4/2024 9:01	1	
Ms.Eboni	10/4/2024 9:01	10/4/2024 9:01	1	
Alice Kuhn	10/4/2024 9:01	10/4/2024 9:01	1	
Shannon Boandl	10/4/2024 9:01	10/4/2024 9:03	2	
Vickie Bruce	10/4/2024 9:01	10/4/2024 9:03	2	
Regina Landis	10/4/2024 9:01	10/4/2024 9:59	59	
Ms.Eboni	10/4/2024 9:01	10/4/2024 9:32	32	
Alice Kuhn	10/4/2024 9:01	10/4/2024 9:59	58	
Ms. Beyer	10/4/2024 9:01	10/4/2024 9:59	59	
Ms. Koschoff	10/4/2024 9:01	10/4/2024 9:03	2	
Francesca Klinger	10/4/2024 9:01	10/4/2024 9:03	2	
Maya Hill	10/4/2024 9:01	10/4/2024 9:03	2	
Mary Kay Pronio	10/4/2024 9:01	10/4/2024 9:03	2	
Caila Pitts	10/4/2024 9:01	10/4/2024 9:03	2	
Audra Young	10/4/2024 9:01	10/4/2024 9:03	2	
Lexi Allen	10/4/2024 9:02	10/4/2024 9:03	1	
Mrs. Graw	10/4/2024 9:02	10/4/2024 9:03	1	
Megan Byers	10/4/2024 9:02	10/4/2024 9:03	1	
Mrs. Jones	10/4/2024 9:02	10/4/2024 9:03	1	
Miss Amanda	10/4/2024 9:02	10/4/2024 9:02	1	
Jenna Buterbaugh	10/4/2024 9:02	10/4/2024 9:03	1	
Ms. Julz	10/4/2024 9:02	10/4/2024 9:03	1	
Ashley Brown	10/4/2024 9:02	10/4/2024 9:03	1	
Alexa McLaughlin	10/4/2024 9:02	10/4/2024 9:03	1	
Audra Young	10/4/2024 9:03	10/4/2024 9:59	57	
Mrs. Graw	10/4/2024 9:03	10/4/2024 9:59	57	

Francesca Klinger	10/4/2024 9:03	10/4/2024 9:59	57
Lexi Allen	10/4/2024 9:03	10/4/2024 9:59	57
Mrs. Jones	10/4/2024 9:03	10/4/2024 9:59	57
Maya Hill	10/4/2024 9:03	10/4/2024 9:59	57
Jenna Buterbaugh	10/4/2024 9:03	10/4/2024 9:59	57
Megan Byers	10/4/2024 9:03	10/4/2024 9:59	57
Caila Pitts	10/4/2024 9:03	10/4/2024 9:57	55
Mary Kay Pronio	10/4/2024 9:03	10/4/2024 9:59	57
Ms. Koschoff	10/4/2024 9:03	10/4/2024 9:59	57
Alexa McLaughlin	10/4/2024 9:03	10/4/2024 9:59	57
Ms. Julz	10/4/2024 9:03	10/4/2024 9:59	57
Shannon Boandl	10/4/2024 9:03	10/4/2024 9:59	57
Ashley Brown	10/4/2024 9:03	10/4/2024 9:59	57
Vickie Bruce	10/4/2024 9:03	10/4/2024 9:59	57
Whitney Ford-Welborn	10/4/2024 9:03	10/4/2024 10:06	64
Clare Sheedy	10/4/2024 9:03	10/4/2024 9:03	1
Miss Amanda	10/4/2024 9:03	10/4/2024 9:03	1
Clare Sheedy	10/4/2024 9:03	10/4/2024 9:59	57
Miss Amanda	10/4/2024 9:03	10/4/2024 9:25	23
Miss Santello	10/4/2024 9:03	10/4/2024 9:03	1
Miss Santello	10/4/2024 9:03	10/4/2024 9:59	56
Miss Lexi Ferchalk	10/4/2024 9:03	10/4/2024 9:04	1
Miss Lexi Ferchalk	10/4/2024 9:04	10/4/2024 9:59	56
Kelly Makay	10/4/2024 9:06	10/4/2024 9:06	1
Kelly Makay	10/4/2024 9:06	10/4/2024 9:59	53
Morgan Wertz	10/4/2024 9:07	10/4/2024 9:59	53
Kathryn Lorah	10/4/2024 9:10	10/4/2024 9:10	1
Kathryn Lorah	10/4/2024 9:10	10/4/2024 9:59	49
Miss Amanda	10/4/2024 9:25	10/4/2024 9:59	34
Madison Frasso	10/4/2024 9:27	10/4/2024 9:59	32

(



Four distinctive museums

#### SPONSORSHIP AGREEMENT

Carnegie Institute d/b/a Carnegie Museums of Pittsburgh for its component <u>Carnegie Science Center</u> having an address of <u>One Allegheny Avenue</u>, <u>Pittsburgh</u>, <u>PA 15212</u> ("CMP" or "Museum") is very pleased to have you participate as a sponsor in the upcoming event, exhibit and/or program described below (collectively, "Sponsored Activity" or "Activity") in accordance with the terms and conditions of this Sponsorship Agreement ("Agreement"). If the terms and conditions set forth in this Agreement are acceptable, please sign the Agreement where indicated and return the Agreement to the CMP contact person identified below.

#### PART A: SPONSORSHIP INFORMATION

Sponsor Information:				
Name of Company, Organization or Individu	ıal: <u>Reach Cybe</u> ı	Charter School		_("Sponsor")
Address: 750 East Park Drive, Suite 204				_
City: Harrisburg	State: PA	Zip: <u>17111</u>	Phone: 717.704.8437 ext. 8474	_
Contact Person: Scott Stuccio, Marketing &	Social Outreach	Coordinator Email:	sstuccio@reachcyber.org	
Museum Information:				
SPONSORED ACTIVITY(IES): Miniature Railro	ad and Village®	(also referred to as	"Exhibit")	
DATE(s): September 1, 2024 – August 31				
Location(s)/Component(s): Carnegie Sc	ience Center			
CMP Contact Person: Daryl Cross	_ Email: Cros	sD@CarnegieMuse	eums.Org Phone: 412.622.5788	
CONSIDERATION:  SPONSORSHIP FEE (TOTAL): \$_40,000  SPONSORSHIP FEE SCHEDULE: \$40,000	by <u>_J</u> u	ily 31, 2024		
SPONSORSHIP ACKNOWLEDGEMENTS:				
<ol> <li>MEDIA/MARKETING ELEMENTS</li> <li>Sponsor is recognized with logo an of link to be mutually agreed; Sponwebsite.</li> <li>Sponsor is recognized in two (2) Exdetermined by Museum.</li> <li>Sponsor is recognized with logo in determined by Museum.</li> <li>Sponsor is recognized in six (6) so wording to be determined by Muse</li> </ol>	sor hereby gives	Museum permission  during Term; with the  during Term; with the	on for such linking activity to Sponso iming, wording, and placement to b timing, wording, and placement to b	or's e
CREDIT LINE (IF ANY): Miniature Railroad and	l Village® Prese	nted by Reach Cybe	er Charter School	

#### 2. MUSEUM RELATED ELEMENTS:

- Sponsor receives seventy (70) Museum general admission passes valid during Term.
- Sponsor receives opportunity for up to two (2) unguided group visiting (serving a maximum of 25 total people each) during Term; timing to be mutually agreed.
- Sponsor may reserve private access to Carnegie Science Center classroom space rental facility on four (4)
  mutually acceptable dates and times (not to exceed three hours, each) during Term; all hard costs (except the
  rental fee for the space), including but not limited to parking, custodial, security, as well as food services costs
  will be the sole responsibility of Sponsor.

- Sponsor receives one (1) Reach Cyber Charter School Day on a mutually agreeable day during Term; regional Reach Cyber Charter School families receive complimentary general admission to Museum (exclusive of parking, catering, or all Museum add-ons such as special exhibitions or films), for up to 100 visitors.
- Sponsor receives one (1) tour of Exhibit for up to ten (10) guests on a mutually agreeable date during Term.
- Sponsor receives one (1) private show in Buhl Planetarium during Term; during regular visitor hours on a mutually agreeable date.
- 3. Onsite Activities, Signage, Handouts and/or Giveaways by Sponsor:
  - Sponsor is recognized on signage at entrance to Exhibit during Term; with size, location, and wording to be determined by Museum.
  - Sponsor is recognized on Exhibit "under construction" signage during the annual closure period during Term;
     with size, location, and wording to be determined by Museum.
  - Sponsor is recognized with logo on one (1) digital panel located inside Exhibit during Term; with size, location, and wording to be determined by Museum.
  - Sponsor may be on-site at Museum on four (4) mutually acceptable dates during Term to exhibit or hand out
    items or printed materials; table location to be determined by Museum; any materials distributed or activity done
    by Sponsor while on-site must be pre-approved by Museum; costs for services (except the table set-up up fee),
    including but not limited to linens and parking, will be the sole responsibility of Sponsor.
- 4. <u>TERM:</u> This Agreement shall begin on the Effective Date and shall continue thereafter in full force and effect until midnight on <u>August 31, 2025</u> ("<u>Term</u>"), unless sooner terminated in accordance with the terms of this Agreement.

5.	EXCLUSIVITY IN CATEGORY: During the Term, Sponsor shall be the exclusive Sponsor of the Sponsored Activities in the category of: K-12 Cyber Education
6.	CMP MARKS (IF ANY): To be designated by CMP, if any.

#### **TERMS AND CONDITIONS:**

By executing this Agreement, Sponsor agrees to be bound by this Agreement including the Standard Terms & Conditions set forth on the next page(s) of this Agreement and any and all attachments hereto, which are hereby fully incorporated herein. The signatories to this Agreement hereby acknowledge the sufficiency of the consideration for this Agreement and warrant that they have read and agree to all of the terms and conditions of this Agreement, and have full power and authority to sign for and legally bind themselves (if an individual) or their respective companies or organizations.

EFFECTIVE THIS DAY OF,,	(the "Effective Date").
REACH CYBER CHARTER SCHOOL	CARNEGIE INSTITUTE FOR CARNEGIE SCIENCE CENTER
By: Yane Swan  Print Name: June Swan	By:
Title: Chief Executive Officer	Title: PIREDE
Date: 8. 7.2024	Date: 8 - 28 - 2024
Tax ID # 47 - 4968734 (ss# or TIN/EIN)	CMP Staff Representative: (initials)

#### PART B: STANDARD TERMS AND CONDITIONS

- 1. The Parties: CMP and Sponsor are sometimes each referred to herein as a "Party" and collectively as the "Parties".
- 2. Sponsorship Acknowledgments: CMP agrees to provide the Sponsorship Acknowledgments identified in Part A of this Agreement in connection with the Sponsored Activity during the Term, unless shorter durations are indicated in Part A, in return for the timely receipt of the Sponsorship Fee/Consideration identified in Part A of this Agreement and in consideration of Sponsor's good reputation and standing. Sponsor understands and agrees that no Sponsorship Acknowledgement shall consist of or include: (i) messages containing qualitative or comparative language, price information or other indications of savings or value; (ii) endorsements of Sponsor's products or services; or (iii) inducements to purchase, sell or use any of Sponsor's products or services, such as for example, savings coupons or buy one get one free promotional offers. If in the future circumstances change such that it is no longer feasible, in the opinion of the Museum, to continue to provide the Sponsorship Acknowledgements identified in Part A, or any portion(s) thereof, CMP will provide substitute acknowledgements that, in its opinion, most closely fulfill the intentions described.
- 3. Media/Marketing Elements: The credit line, if any, identified in Part A of this Agreement and/or Sponsor's name and/or logo as mutually agreed by Sponsor and Museum, will be included in the Media/Marketing Elements in a manner recognizing Sponsor as a sponsor of the Sponsored Activity, in a format to be mutually agreed upon between the parties, taking into account space and other like constraints which may vary from element to element.
- 4. Onsite Signage, Displays, Handouts, Giveaways and Other Property of Sponsor: Sponsor shall be permitted to conduct the activities, if any, identified in Part A of this Agreement at CMP in connection with the Sponsored Activity at the dates and times identified in Part A or to be mutually agreed upon by the Parties. Any and all signage, handouts, displays, giveaways, product placements or other materials, items or other property of any kind to be displayed, used or provided by Sponsor in connection with such activities must be pre-approved by CMP. In no event shall Sponsor distribute materials of any kind to children under the age of 18 or solicit children under the age of 18 for personal information. Sponsor shall be solely responsible for any and all transportation and storage relating to any such signage, handouts, displays, giveaways, products, materials, items and other property. Notwithstanding any other provisions of this Agreement, Sponsor shall be solely responsible and liable for all property brought onto CMP premises by Sponsor, including any and all damage, theft or loss relating thereto.
- 5. On-Site Activity Requirements. For those Sponsorship Acknowledgements that include Sponsor employee(s) or other Sponsor representative(s) being on-site at CMP to conduct an activity(ies) as part of the Sponsorship Acknowledgements, the following requirement(s) shall apply:
- (a) <u>CMP Staff Representative Required</u>. Sponsor's main contact under this Agreement for on site activities conducted by Sponsor employee(s) or representative(s) shall be
- Daryl Cross, Assistant Director of Sponsorship, Institutional Partnerships, Carnegie Museums of Pittsburgh (CrossD@carnegiemuseums.org).
- ("CMP Staff Representative"). The CMP Staff Representative will monitor Sponsor's activities while Sponsor is on CMP's premises, for purposes of, among other things, complying with CMP's policies and procedures and Sponsor shall follow the CMP Staff Representative's instructions in these regards.

- (b) Background Check Clearances Required.
- (i) Any of Sponsor's employee(s) or representative(s), including any owner/proprietor of Sponsor, on CMP's properties conducting an activity(ies) as part of the Sponsorship Acknowledgements must have applied for and received the background check clearances specified under Pennsylvania Act 153 of 2014, as amended ("Act 153"), 23 Pa. C. S. Section 6344(b), or satisfy the conditions for provisional employment specified in 23 Pa. C. S. Section 6344(m). It is understood and agreed that anyone who has not received clearances under Act 153 or who does not meet the conditions for provisional employment under Act 153 shall not be permitted to conduct activities on CMP's properties as part of the Sponsorship Acknowledgements.
- (ii) Sponsor is solely responsible for taking the necessary steps to ensure that Sponsor's employees or other representative(s), including any owner/proprietor of Sponsor, conducting activities on CMP's properties as part of the Sponsorship Acknowledgements apply for and receive the requisite clearances prior to any such persons commencing any such activities on CMP's properties. Sponsor is also solely responsible for obtaining and maintaining copies of the requisite clearances (and applications for clearances) of such persons.
- (iii) Sponsor shall provide the CMP Staff Representative with a sworn declaration confirming that all of Sponsor's employee(s) or other representative(s), including any owner/proprietor of Sponsor, conducting activities on CMP's properties as part of the Sponsorship Acknowledgements have received the background check clearances specified by Act 153 or are qualified provisionally under Act 153. The form of declaration is attached as PART B: Exhibit 1.
- (iv) Sponsor hereby releases CMP and agrees to defend, indemnify and hold CMP harmless, from and against any and all injuries, losses and/or damages (including reasonable attorneys' fees and costs) resulting from Sponsor's failure to comply with this Section 5 or from the interactions of Sponsor's employee(s) or representative(s) with minor children while conducting activities on CMP's properties as part of the Sponsorship Acknowledgements. The terms of this Section 5(b)(iv) shall survive the expiration or termination of this Agreement.
- 6. Exclusivity in Category: If applicable, during the Term of this Agreement, Sponsor shall be the exclusive sponsor of the Sponsored Activity in the Category as specifically identified in Part A of this Agreement.
- 7. Consideration. In exchange for the Sponsorship Acknowledgements and other rights granted to Sponsor herein, Museum shall receive from Sponsor the Sponsorship Fee in the total amount and according to the payment schedule set forth in Part A of this Agreement together with any and all other In-Kind Consideration, if any, identified in Part A of this Agreement.
- 8. Sponsor Marks. Sponsor hereby grants to Museum, for the Term of this Agreement, a limited, non-exclusive license to use and/or display the corporate and trade name(s), trademark(s), service mark(s), logo(s), symbol(s), design(s), decal(s), artwork(s) and other proprietary designation(s) of Sponsor (collectively "Sponsor Marks") for the purposes of effecting Museum's rights and obligations under this Agreement and thereafter for historical and archival purposes in connection with the documenting of the occurrence of the Sponsored Activity. Museum shall not have the right to sublicense except that Museum may permit its designees (which shall be subject to the terms of this Agreement) to produce materials for or on behalf of Museum for the purpose of effecting the Museum's rights and obligations under this Agreement.

Sponsor shall have the right to review and pre-approve of the uses of the Sponsor Marks hereunder. Any of the Sponsor Marks used or displayed in connection with this Agreement shall be and remain the sole and exclusive property of the Sponsor. All use of Sponsor's Marks, and all goodwill associated therewith, shall inure exclusively to the benefit of Sponsor.

- 9. CMP Marks. CMP hereby grants to Sponsor, for the Term of this Agreement, a limited, non-exclusive license to use and/or display CMP's name, trademark(s), service mark(s) and/or logo(s) identified in Part A of this Agreement (collectively "CMP Marks") solely for the purpose of identifying that Sponsor is a sponsor of the Program in accordance with the terms of this Agreement provided, however, Sponsor shall have no right to create merchandise for sale or distribution or other product giveaways that incorporate or otherwise display any of the CMP Marks without the prior written explicit agreement of CMP. Sponsor shall not have the right to sublicense except that Sponsor may permit its designees (which shall be subject to the terms of this Agreement) to produce materials for or on behalf of Sponsor for purposes of effecting the Sponsor's rights and obligations under this Agreement. Sponsor shall not use the CMP Marks for any purpose other than as described in this Agreement. CMP shall have the right to review and pre-approve of all uses of the CMF Marks hereunder. Sponsor must provide CMP with a sample of all proposed uses of the CMP Mark and CMP shall have at least five (5) business days to review and approve or disapprove the proposed use. Sponsor shall not make any proposed use of the CMP Marks without CMP's approval. Any of the CMP Marks used or displayed in connection with this Agreement shall be and remain the sole and exclusive property of CMP. All use of the CMP Marks, and all goodwill associated therewith, shall inure exclusively to the benefit of CMP.
- 10. Term and Termination. The Term of this Agreement is as set forth in Part A of this Agreement hereof. Either Party may terminate this Agreement in the event the other Party materially breaches this Agreement and does not cure such breach within fourteen (14) days after written notice of such breach is given by the non-breaching Party to the allegedly breaching Party. The Parties agree to engage, during such termination notice period, in a good faith effort to effect a mutually agreed upon cure. CMP shall also have the right, without liability to Sponsor, to immediately stop Sponsor's participation in the Sponsored Activity on verbal notice at the Activity in the event that Sponsor's goods/materials and/or Sponsor's actions are in material breach of this Agreement or otherwise inconsistent with the reputation, standing or mission of the CMP in its sole discretion.
- 11. Content and Materials Provided by Sponsor. Sponsor represents and warrants that all content, including without limitation the Sponsor Marks, products, giveaways, handouts, signage and/or any and all other items and materials provided by Sponsor for use in connection with the Sponsorship Acknowledgements, shall not contain any matter that is obscene or libelous; is unsafe; violates any applicable law, rule or regulation; and/or infringes, misappropriates or otherwise violates the copyrights, trademark rights, patent rights, rights of publicity or privacy, or other rights of any third party. The terms of this Section shall survive the expiration or termination of this Agreement.

#### 12. Indemnification.

(a) Sponsor shall defend, indemnify and hold harmless CMP and its agents, officers, directors, employees and representatives from and against any and all damages, personal injuries, property damage, bodily injuries, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, based on or in any other manner related to the following (including any and all claims, actions, lawsuits and/or demands by third parties): (i) activities undertaken, performed or conducted by Sponsor or its agents,

officers, directors, employees, representatives, or others acting on behalf of Sponsor, in connection with the Sponsorship Acknowledgements or otherwise pursuant to this Agreement (including any and all activities relating to the sale, serving or distribution of alcohol by or on behalf of Sponsor); (ii) the material breach of this Agreement by Sponsor or its agents, officers, directors, employees or representatives; or (iii) the negligent or willful misconduct of Sponsor or its agents, officers, directors, employees or representatives, all except to the extent covered by subsection (b) of this Section.

- (b) CMP shall defend, indemnify and hold harmless Sponsor and its agents, officers, directors, employees and representatives from and against any and all damages, personal injuries, property damage, bodily injuries, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, based on or in any other manner related to the following (including any and all claims, actions, lawsuits and/or demands by third parties): (i) activities undertaken, performed or conducted by CMP or its agents, officers, directors, employees, representatives, or others acting on behalf of CMP, in connection with the conduct of the Sponsored Activity or otherwise pursuant to this Agreement (including any and all activities relating to the sale, serving or distribution of alcohol by or on behalf of CMP); (ii) the material breach of this Agreement by CMP or its agents, officers, directors, employees or representatives; or (iii) the negligent or willful misconduct of the CMP or its agents, officers, directors, employees or representatives, all except to the extent covered by subsection (a) of this Section.
- (c) Each Party shall provide the other Party with prompt written notice of any claim, demand or action for which such Party is seeking or may seek indemnification hereunder. The Parties agree to render to each other such assistance as may reasonably be requested in order to ensure a proper and adequate defense. The indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing on the part of an indemnified party. The indemnified parties shall not make any settlement of any claims, which might give rise to liability of an indemnifying party, without the prior written consent of the indemnifying party.
- (d) IN NO EVENT WHATSOEVER SHALL CMP BE LIABLE TO SPONSOR FOR ANY INDIRECT, SPECIAL CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT CMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any claims or causes of action against CMP arising in any manner out of this Agreement must be brought within three (3) months following the expiration or termination of this Agreement.
- (e) The terms of this Section shall survive the expiration or termination of this Agreement.

#### 13. Insurance Requirements:

(a) For the Term of this Agreement, Sponsor will, at its own expense, maintain the following insurance, with a reputable insurer acceptable to Museum, in full force and effect: compensation coverage to the extent required by law at the statutory limits and employer's liability insurance at a minimum of \$500,000 each accident and bodily injury and \$500,000 bodily injury by disease each employee; (ii) commercial general liability insurance sufficient to cover claims for personal injury, bodily injury (including death) advertising injury and property damage with a minimum limit of \$1 million per occurrence and a \$2 million aggregate for the products/completed operations and operations exposures; and (iii) business automobile insurance for owned, hired and non-owned vehicles with a minimum limit of \$1,000,000 per occurrence on a combined single limit basis; and (iv) commercial excess/umbrella insurance with a minimum limit of \$5,000,000 per occurrence with a \$5 million aggregate. Sponsor will also provide collision and comprehensive physical damage coverage on all vehicle(s)

furnished by Sponsor in connection with this Agreement during the period of time such vehicle(s) are in the possession or on the premises of CMP. If Sponsor is providing or serving alcoholic beverages in connection with any events included as part of the Sponsorship Acknowledgements or otherwise in connection with the Sponsorship Acknowledgements, liquor liability insurance in the amount of \$2,000,000 is required.

- (b) Sponsor shall provide CMP a certificate of insurance certifying that coverage as required by this Agreement has been obtained and shall remain in force as specified by this Agreement. Sponsor must provide to CMP such proof of insurance prior to the provision of any Sponsorship Acknowledgements. Upon request, a copy of all or portions of policies will be provided to CMP.
- (c) CMP shall be named as an Additional Insured on the general liability, automobile policies, umbrella liability, products liability and liquor liability policies. A copy of the additional insured endorsement providing coverage must accompany the certificate of insurance. All coverage afforded to CMP by Sponsor's required coverages shall be on a primary and non-contributory basis. A waiver of subrogation endorsement in favor of CMP shall be provided on all policies, including without limitation the worker's compensation policies.
- (d) Thirty (30) days' notice shall be given to CMP if Sponsor's insurance policies are cancelled, or not-renewed, or any limits or coverages are reduced.
- (e) The fulfillment or non-fulfillment of the insurance obligations hereunder shall not relieve Sponsor of any liability assumed by Sponsor hereunder or in any way modify Sponsor's obligations to indemnify CMP.
- (f) The terms of this Section shall survive the expiration or termination of this Agreement for the time period stated in this Section.
- 14. Force Majeure. Museum shall not be responsible for events beyond its reasonable control, such as public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, casualties, government restrictions, acts of God, unforeseen commercial delays or for any reason, including but not restricted to mechanical breakdowns beyond the control and without the fault of Museum that impair or otherwise cause Museum to be unable to provide any one or more Sponsorship Acknowledgements or to provide the Sponsorship Acknowledgements at the time specified if any ("Force Majeure Occurrence"). In the event of a Force Majeure Occurrence, Museum shall not be liable to Sponsor except to the extent of allowing a pro-rated reduction of the Sponsorship Fee commensurate with the Sponsorship Acknowledgements not received by Sponsor or suitable "make goods". The terms of this Section shall survive the expiration or termination of this Agreement.
- 15. Applicable Law/Jurisdiction/Disputes: This Agreement shall be governed and enforced under the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles. controversy, claim or dispute arising out of or relating to this Agreement or the breach hereof, shall be submitted to arbitration in the City of Pittsburgh in accordance with the rules of the American Arbitration Association then in effect and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any decision by the arbitrator(s) in accordance with this section shall be conclusive on the issues presented for arbitration and no appeal shall be allowed therefrom. This provision shall not impair or be in lieu of the rights of either Party to seek injunctive relief in a court of competent jurisdiction. Any such legal action, suit or proceeding arising out of or relating to this Agreement or the breach hereof shall be instituted in an appropriate state or federal court located in Allegheny County, Pennsylvania and each Party hereto irrevocably consents to such jurisdiction and venue and waives all objections thereto. The terms of this Section shall survive the expiration or termination of this Agreement.

- 16. Relationship of Parties. This Agreement shall not be construed to create or imply any relationship between the Parties other than that of independent contractors. Each Party hereby acknowledges full responsibility for the payment of its own expenses in connection herewith, including but not limited to any and all taxes. The Parties shall fully comply with all applicable laws, regulations and ordinances in the course of their performance of their services, commitments and obligations under this Agreement.
- 17. Miscellaneous: The failure of either Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement. The payment or acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right. This Agreement, together with any and all exhibits hereto, constitute the entire understanding of the Parties with respect to the subject matter hereof and may not be amended except by a written agreement executed by both Parties. This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. Notwithstanding the foregoing, neither Party shall have the right to assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party. All notices hereunder shall be in writing, shall be delivered to the addresses and contact persons identified in Part A of this Agreement and shall be effective: (i) when personally delivered; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted via fax (with receipt confirmed); or (iv) three business days following deposit in the U.S. mail, postage prepaid, registered or certified, return receipt requested. The terms of this Section shall survive the expiration or termination of this Agreement.

#### PART B: Exhibit 1

#### DECLARATION

1.	I,, am the print or type name	print or type job title	print or type name of Sponsor	_ ("Sponsor").
2.	I hereby certify that all employees a to and/or assigned to conduct activi received clearances under Act 153	ties on Carnegie Institute	e's properties as part of the Sponso	etors of Sponsor, who are expected rship Acknowledgements have
3.	I have received from and am maintaining, the documentation specified under Act 153 to confirm that each Sponsor employee and representative, including any owner/proprietor of Sponsor, who is expected to and/or assigned to conduct activities on Carnegie Institute's properties as part of the Sponsorship Acknowledgements has either secured all clearances specified under Act 153 or is qualified as a provisional employee under Act 153.			
	swear and affirm that the information the penalties of 18 Pa.C.S. § 4904.	set forth above is true a	nd correct. I understand that false s	statements made herein are made
			•	
			Signature of Declarant	



each) during Term; timing to be mutually agreed.

services costs will be the sole responsibility of Sponsor.

Four distinctive rauseums

#### SPONSORSHIP AGREEMENT

Carnegie Institute d/b/a Carnegie Museums of Pittsburgh for its component Carnegie Museum of Natural History having an address of 4400 Forbes Avenue, Pittsburgh, PA 15213 ("CMP" or "Museum") is very pleased to have you participate as a sponsor in the upcoming event, exhibit and/or program described below (collectively, "Sponsored Activity" or "Activity") in accordance with the terms and conditions of this Sponsorship Agreement ("Agreement"). If the terms and conditions set forth in this Agreement are acceptable, please sign the Agreement where indicated and return the Agreement to the CMP contact person identified below.

#### PART A: SPONSORSHIP INFORMATION

SPONSOR INFORMATION:	
Name of Company, Organization or Individual: Reach Cyber Charter School	"Sponsor"
Address: 750 East Park Drive, Suite 204	·
City: <u>Harrisburg</u> State: <u>PA</u> Zip: <u>17111</u> Phone: <u>717,704.8437 ext. 8474</u>	
Contact Person: Scott Stuccio, Marketing & Social Outreach Coordinator Email: sstuccio@reachcyber.org	
MUSEUM INFORMATION:	
Sponsored Activity(ies): Discovery Basecamp (also referred to as "Exhibit")	
DATE(s): September 1, 2024 – August 31, 2025	_
Location(s)/Component(s): Carnegie Museum of Natural History	
CMP Contact Person: Daryl Cross Email: CrossD@CarnegieMuseums.Org Phone: 412.622.5788	-
Consideration:	
Sponsorship Fee (Total): \$ 40,000	
Sponsorship Fee Schedule: \$40,000 by July 31, 2024	_
Sponsorship Acknowledgements:	
<ul> <li>MEDIA/MARKETING ELEMENTS</li> <li>Sponsor is recognized with logo and link on Museum website during Term; the manner, placement, and forms of link to be mutually agreed; Sponsor hereby gives Museum permission for such linking activity to Sponsor's website.</li> <li>Sponsor is recognized with logo in one (1) e-mail during Term; with timing, wording, and placement to be determined by Museum.</li> <li>Sponsor is recognized in four (4) social media posts during Term; with timing, size, location, channel, and wording to be determined by Museum.</li> </ul>	nat s
CREDIT LINE (IF ANY): Discovery Basecamp Presented by Reach Cyber Charter School	
2. MUSEUM RELATED ELEMENTS:	
<ul> <li>Sponsor receives seventy (70) Museum general admission passes valid during Term.</li> <li>Sponsor receives opportunity for up to two (2) unguided group visiting (serving a maximum of 25 total people</li> </ul>	
a maximum of 25 total people	į.

Sponsor receives opportunity for up to two (2) virtual field trips (serving a maximum of 100 total students) during Term; timing to be mutually agreed; platform, content, duration, and format to be determined by Museum. Sponsor receives one (1) Reach Cyber Charter School Day on a mutually agreeable day during Term; regional Reach Cyber Charter School families receive complimentary general admission to Museum (exclusive of parking, catering, or all Museum add-ons such as special exhibitions or films), for up to 100 visitors.

Sponsor may reserve private access to Carnegie Museum of Natural History classroom space rental facility on six (6) mutually acceptable dates and times (not to exceed three hours, each)) during Term; all hard costs

(except the rental fee for the space), including but not limited to parking, custodial, security, as well as food

- Sponsor receives one (1) 12-month Corporate Membership at the Small Business Alliance level. Benefitse include:
  - o 10% discount on the rental of museum facilities for Sponsor;
  - o 10% advertising discount in CARNEGIE magazine for Sponsor;
  - o Two (2) complimentary Premium Memberships and five (5) one-day museum member passes for Sponsor to give away to employees or student families for personal use;
  - oe Buy-one-get-one-free admission at all four museums, 20% discount on purchase of new personale memberships, and 10% discount in museum stores for Sponsor employees.
- 3. Onsite Activities, Signage, Handouts and/or Giveaways by Sponsor:
  - Sponsor is recognized with logo on Exhibit wall text during Term; with size, location, and wording to be determined by Museum.
  - Sponsor may be on-site at Museum on four (4) mutually acceptable dates during Term to exhibit or hand out items or printed materials; table location to be determined by Museum; any materials distributed or activity donee by Sponsor while on-site must be pre-approved by Museum; costs for services (except the table set-up up fee), including but not limited to linens and parking, will be the sole responsibility of Sponsor.
  - Sponsor "STEM Bus" may appear at CMNH (near Portal Entry) on one (1) mutually acceptable date during Term; any materials distributed or activity done by Sponsor while on-site must be pre-approved by Museum; costs for services including but not limited to linens and parking, will be the sole responsibility of Sponsor.

IF SPONSOR EMPLOYEE(S) OR REPRESENTATIVE(S) WILL BE ON-SITE AT MUSEUM CONDUCTING AN ACTIVITY(IES) AS PART OF THE SPONSORSHIP ACKNOWLEDGEMENTS, THEN PLEASE REFER TO THE ONSITE ACTIVITY REQUIREMENTS IN THE ATTACHED STANDARD TERMS & CONDITIONS.

- 4.e TERM: This Agreement shall begin on the Effective Date and shall continue thereafter in full force and effect until midnight on August 31, 2025 ("Term"), unless sooner terminated in accordance with the terms of this Agreement.
   5.e EXCLUSIVITY IN CATEGORY: During the Term, Sponsor shall be the exclusive Sponsor of the Sponsored Activitiese
- 6.e CMP Marks (IFANY): To be designated by CMP, if any.e

#### **TERMS AND CONDITIONS:**

in the category of: K-12 Cyber Education

By executing this Agreement, Sponsor agrees to be bound by this Agreement including the Standard Terms & Conditions set forth on the next page(s) of this Agreement and any and all attachments hereto, which are hereby fully incorporatede herein. The signatories to this Agreement hereby acknowledge the sufficiency of the consideration for this Agreemente and warrant that they have read and agree to all of the terms and conditions of this Agreement, and have full power and authority to sign for and legally bind themselves (if an individual) or their respective companies or organizations.

REACH CYBER CHARTER SCHOOL

CARNEGIE INSTITUTE FOR CARNEGIE MUSEUM OFE NATURAL HISTORY

By: White Bulk Bulk Print Name: Greture Balk Title: Direct Title: Date: St. 1.20.24

Tax ID # 47-47 (ss# or TINVEIN)

CARNEGIE INSTITUTE FOR CARNEGIE MUSEUM OFE NATURAL HISTORY

By: White Bulk Bulk Print Name: Greture Balk Title: Direct Title: Direct Title: Direct Title: Manual Representative: Goldington Balk Composition of the Composition o

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N.

#### PART B: STANDARD TERMS AND CONDITIONS

- 1. The Parties: CMP and Sponsor are sometimes each referred to herein as a "Party" and collectively as the "Parties".
- 2. Sponsorship Acknowledgments: CMP agrees to provide the Sponsorship Acknowledgments identified in Part A of this Agreement in connection with the Sponsored Activity during the Term, unless shorter durations are indicated in Part A. in return for the timely receipt of the Sponsorship Fee/Consideration identified in Part A of this Agreement and in consideration of Sponsor's good reputation and standing. Sponsor understands and agrees that no Sponsorship Acknowledgement shall consist of or include: (i) messages containing qualitative or comparative language, price information or other indications of savings or value; (ii) endorsements of Sponsor's products or services; or (iii) inducements to purchase, sell or use any of Sponsor's products or services, such as for example, savings coupons or buy one get one free promotional offers. If in the future circumstances change such that it is no longer feasible, in the opinion of the Museum, to continue to provide the Sponsorship Acknowledgements identified in Part A, or any portion(s) thereof, CMP will provide substitute acknowledgements that, in its opinion. most closely fulfill the intentions described.
- 3. Media/Marketing Elements: The credit line, if any, identified in Part A of this Agreement and/or Sponsor's name and/or logo as mutually agreed by Sponsor and Museum, will be included in the Media/Marketing Elements in a manner recognizing Sponsor as a sponsor of the Sponsored Activity, in a format to be mutually agreed upon between the parties, taking into account space and other like constraints which may vary from element to element.
- 4. Onsite Signage, Displays, Handouts, Giveaways and Other Property of Sponsor: Sponsor shall be permitted to conduct the activities, if any, identified in Part A of this Agreement at CMP in connection with the Sponsored Activity at the dates and times identified in Part A or to be mutually agreed upon by the Parties. Any and all signage, handouts, displays, giveaways, product placements or other materials, items or other property of any kind to be displayed, used or provided by Sponsor in connection with such activities must be pre-approved by CMP. In no event shall Sponsor distribute materials of any kind to children under the age of 18 or solicit children under the age of 18 for personal information. Sponsor shall be solely responsible for any and all transportation and storage relating to any such signage, handouts, displays, giveaways, products, materials, items and other property. Notwithstanding any other provisions of this Agreement, Sponsor shall be solely responsible and flable for all property brought onto CMP premises by Sponsor, including any and all damage, theft or loss relating thereto.
- 5. On-Site Activity Requirements. For those Sponsorship Acknowledgements that include Sponsor employee(s) or other Sponsor representative(s) being on-site at CMP to conduct an activity(les) as part of the Sponsorship Acknowledgements, the following requirement(s) shall apply:
- (a) <u>CMP Staff Representative Required</u>. Spensor's main contact under this Agreement for on site activities conducted by Sponsor employee(s) or representative(s) shall be
- Daryl Cross, Assistant Director of Sponsorship, Institutional Partnerships, Carnegie Museums of Pittsburgh (CrossD@carnegiemuseums.org).
- ("CMP Staff Representative"). The CMP Staff Representative will monitor Sponsor's activities while Sponsor is on CMP's premises, for purposes of, among other things, complying with CMP's policies and procedures and Sponsor shall follow the CMP Staff Representative's instructions in these regards.

- (b) Background Check Clearances Required.
- (i) Any of Sponsor's employee(s) or representative(s), including any owner/proprietor of Sponsor, on CMP's properties conducting an activity(ies) as part of the Sponsorship Acknowledgements must have applied for and received the background check clearances specified under Pennsylvania Act 153 of 2014, as amended ("Act 153"), 23 Pa. C. S. Section 6344(b), or satisfy the conditions for provisional employment specified in 23 Pa. C. S. Section 6344(m). It is understood and agreed that anyone who has not received clearances under Act 153 or who does not meet the conditions for provisional employment under Act 153 shall not be permitted to conduct activities on CMP's properties as part of the Sponsorship Acknowledgements.
- (ii) Sponsor is solely responsible for taking the necessary steps to ensure that Sponsor's employees or other representative(s), including any owner/proprietor of Sponsor, conducting activities on CMP's properties as part of the Sponsorship Acknowledgements apply for and receive the requisite clearances prior to any such persons commencing any such activities on CMP's properties. Sponsor is also solely responsible for obtaining and maintaining copies of the requisite clearances (and applications for clearances) of such persons.
- (iii) Sponsor shall provide the CMP Staff Representative with a sworn declaration confirming that all of Sponsor's employee(s) or other representative(s), including any owner/proprietor of Sponsor, conducting activities on CMP's properties as part of the Sponsorship Acknowledgements have received the background check clearances specified by Act 153 or are qualified provisionally under Act 153. The form of declaration is attached as PART B: Exhibit 1.
- (iv) Sponsor hereby releases CMP and agrees to defend, indemnify and hold CMP harmless, from and against any and all injuries, losses and/or damages (including reasonable attorneys' fees and costs) resulting from Sponsor's failure to comply with this Section 5 or from the interactions of Sponsor's employee(s) or representative(s) with minor children while conducting activities on CMP's properties as part of the Sponsorship Acknowledgements. The terms of this Section 5(b)(iv) shall survive the expiration or termination of this Agreement.
- **6. Exclusivity in Category:** If applicable, during the Term of this Agreement, Sponsor shall be the exclusive sponsor of the Sponsored Activity in the Category as specifically identified in Part A of this Agreement.
- 7. Consideration. In exchange for the Sponsorship Acknowledgements and other rights granted to Sponsor herein, Museum shall receive from Sponsor the Sponsorship Fee in the total amount and according to the payment schedule set forth in Part A of this Agreement together with any and all other In-Kind Consideration, if any, identified in Part A of this Agreement.
- 8. Sponsor Marks. Sponsor hereby grants to Museum, for the Term of this Agreement, a limited, non-exclusive license to use and/or display the corporate and trade name(s), trademark(s), service mark(s), logo(s), symbol(s), design(s), decal(s), artwork(s) and other proprietary designation(s) of Sponsor (collectively "Sponsor Marks") for the purposes of effecting Museum's rights and obligations under this Agreement and thereafter for historical and archival purposes in connection with the documenting of the occurrence of the Sponsored Activity. Museum shall not have the right to sublicense except that Museum may permit its designees (which shall be subject to the terms of this Agreement) to produce materials for or on behalf of Museum for the purpose of effecting the Museum's rights and obligations under this Agreement.

Sponsor shall have the right to review and pre-approve of the uses of the Sponsor Marks hereunder. Any of the Sponsor Marks used or displayed in connection with this Agreement shall be and remain the sole and exclusive property of the Sponsor. All use of Sponsor's Marks, and all goodwill associated therewith, shall inure exclusively to the benefit of Sponsor.

- 9. CMP Marks. CMP hereby grants to Sponsor, for the Term of this Agreement, a limited, non-exclusive license to use and/or display CMP's name, trademark(s), service mark(s) and/or logo(s) identified in Part A of this Agreement (collectively "CMP Marks") solely for the purpose of identifying that Sponsor is a sponsor of the Program in accordance with the terms of this Agreement provided, however, Sponsor shall have no right to create merchandise for sale or distribution or other product giveaways that incorporate or otherwise display any of the CMP Marks without the prior written explicit agreement of CMP. Sponsor shall not have the right to sublicense except that Sponsor may permit its designees (which shall be subject to the terms of this Agreement) to produce materials for or on behalf of Sponsor for purposes of effecting the Sponsor's rights and obligations under this Agreement. Sponsor shall not use the CMP Marks for any purpose other than as described in this Agreement. CMP shall have the right to review and pre-approve of all uses of the CMP Marks hereunder. Sponsor must provide CMP with a sample of all proposed uses of the CMP Mark and CMP shall have at least five (5) business days to review and approve or disapprove the proposed use. Sponsor shall not make any proposed use of the CMP Marks without CMP's approval. Any of the CMP Marks used or displayed in connection with this Agreement shall be and remain the sole and exclusive property of CMP. All use of the CMP Marks, and all goodwill associated therewith, shall inure exclusively to the benefit of CMP.
- 10. Term and Termination. The Term of this Agreement is as set forth in Part A of this Agreement hereof. Either Party may terminate this Agreement in the event the other Party materially breaches this Agreement and does not cure such breach within fourteen (14) days after written notice of such breach is given by the non-breaching Party to the allegedly breaching Party. The Parties agree to engage, during such termination notice period, in a good faith effort to effect a mutually agreed upon cure. CMP shall also have the right, without liability to Sponsor, to immediately stop Sponsor's participation in the Sponsored Activity on verbal notice at the Activity in the event that Sponsor's goods/materials and/or Sponsor's actions are in material breach of this Agreement or otherwise inconsistent with the reputation, standing or mission of the CMP in its sole discretion.
- 11. Content and Materials Provided by Sponsor. Sponsor represents and warrants that all content, including without limitation the Sponsor Marks, products, giveaways, handouts, signage and/or any and all other items and materials provided by Sponsor for use in connection with the Sponsorship Acknowledgements, shall not contain any matter that is obscene or libelous; is unsafe; violates any applicable law, rule or regulation; and/or infringes, misappropriates or otherwise violates the copyrights, trademark rights, patent rights, rights of publicity or privacy, or other rights of any third party. The terms of this Section shall survive the expiration or termination of this Agreement.

#### 12. Indemnification.

(a) Sponsor shall defend, indemnify and hold harmless CMP and its agents, officers, directors, employees and representatives from and against any and all damages, personal injuries, property damage, bodily injuries, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, based on or in any other manner related to the following (including any and all claims, actions, lawsuits and/or demands by third parties): (i) activities undertaken, performed or conducted by Sponsor or its agents,

officers, directors, employees, representatives, or others acting on behalf of Sponsor, in connection with the Sponsorship Acknowledgements or otherwise pursuant to this Agreement (including any and all activities relating to the sale, serving or distribution of alcohol by or on behalf of Sponsor); (ii) the material breach of this Agreement by Sponsor or its agents, officers, directors, employees or representatives; or (iii) the negligent or willful misconduct of Sponsor or its agents, officers, directors, employees or representatives, all except to the extent covered by subsection (b) of this Section.

- (b) CMP shall defend, indemnify and hold harmless Sponsor and its agents, officers, directors, employees and representatives from and against any and all damages, personal injuries, property damage, bodily injuries, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, based on or in any other manner related to the following (including any and all claims, actions, lawsuits and/or demands by third parties): (i) activities undertaken, performed or conducted by CMP or its agents, officers, directors, employees, representatives, or others acting on behalf of CMP, in connection with the conduct of the Sponsored Activity or otherwise pursuant to this Agreement (including any and all activities relating to the sale, serving or distribution of alcohol by or on behalf of CMP); (ii) the material breach of this Agreement by CMP or its agents, officers, directors, employees or representatives; or (iii) the negligent or willful misconduct of the CMP or its agents, officers, directors, employees or representatives, all except to the extent covered by subsection (a) of this Section.
- (c) Each Party shall provide the other Party with prompt written notice of any claim, demand or action for which such Party is seeking or may seek indemnification hereunder. The Parties agree to render to each other such assistance as may reasonably be requested in order to ensure a proper and adequate defense. The Indemnifying party shall not have the right to settle any claim if such settlement contains a stipulation to, or an admission or acknowledgement of, any wrongdoing on the part of an indemnified party. The indemnified parties shall not make any settlement of any claims, which might give rise to liability of an indemnifying party, without the prior written consent of the indemnifying party.
- (d) IN NO EVENT WHATSOEVER SHALL CMP BE LIABLE TO SPONSOR FOR ANY INDIRECT, SPECIAL CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT CMP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any claims or causes of action against CMP arising in any manner out of this Agreement must be brought within three (3) months following the expiration or termination of this Agreement.
- (e) The terms of this Section shall survive the expiration or termination of this Agreement.

#### 13. Insurance Requirements:

(a) For the Term of this Agreement, Sponsor will, at its own expense, maintain the following insurance, with a reputable insurer acceptable to Museum, in full force and effect: compensation coverage to the extent required by law at the statutory limits and employer's liability insurance at a minimum of \$500,000 each accident and bodily injury and \$500,000 bodily injury by disease each employee; (ii) commercial general liability insurance sufficient to cover claims for personal injury, bodily injury (including death) advertising injury and property damage with a minimum limit of \$1 million per occurrence and a \$2 million aggregate for the products/completed operations and operations exposures; and (iii) business automobile insurance for owned, hired and non-owned vehicles with a minimum limit of \$1,000,000 per occurrence on a combined single limit basis; and (iv) commercial excess/umbrella insurance with a minimum limit of \$5,000,000 per occurrence with a \$5 million aggregate. Sponsor will also provide collision and comprehensive physical damage coverage on all vehicle(s)

furnished by Sponsor in connection with this Agreement during the period of time such vehicle(s) are in the possession or on the premises of CMP. If Sponsor is providing or serving alcoholic beverages in connection with any events included as part of the Sponsorship Acknowledgements or otherwise in connection with the Sponsorship Acknowledgements, liquor liability insurance in the amount of \$2,000,000 is required.

- (b) Sponsor shall provide CMP a certificate of insurance certifying that coverage as required by this Agreement has been obtained and shall remain in force as specified by this Agreement. Sponsor must provide to CMP such proof of insurance prior to the provision of any Sponsorship Acknowledgements. Upon request, a copy of all or portions of policies will be provided to CMP.
- (c) CMP shall be named as an Additional Insured on the general liability, automobile policies, umbrella liability, products liability and liquor liability policies. A copy of the additional insured endorsement providing coverage must accompany the certificate of insurance. All coverage afforded to CMP by Sponsor's required coverages shall be on a primary and non-contributory basis. A waiver of subrogation endorsement in favor of CMP shall be provided on all policies, including without limitation the worker's compensation policies.
- (d) Thirty (30) days' notice shall be given to CMP if Sponsor's insurance policies are cancelled, or not-renewed, or any limits or coverages are reduced.
- (e) The fulfillment or non-fulfillment of the insurance obligations hereunder shall not relieve Sponsor of any liability assumed by Sponsor hereunder or in any way modify Sponsor's obligations to indemnify CMP.
- (f) The terms of this Section shall survive the expiration or termination of this Agreement for the time period stated in this Section.
- 14. Force Majeure. Museum shall not be responsible for events beyond its reasonable control, such as public emergency or necessity, legal restrictions, labor disputes, strikes, boycotts, casualties, government restrictions, acts of God, unforeseen commercial delays or for any reason, including but not restricted to mechanical breakdowns beyond the control and without the fault of Museum that impair or otherwise cause Museum to be unable to provide any one or more Sponsorship Acknowledgements or to provide the Sponsorship Acknowledgements at the time specified if any ("Force Majeure Occurrence"). In the event of a Force Majeure Occurrence, Museum shall not be liable to Sponsor except to the extent of allowing a pro-rated reduction of the Sponsorship Fee commensurate with the Sponsorship Acknowledgements not received by Sponsor or suitable "make goods". The terms of this Section shall survive the expiration or termination of this Agreement.
- 15. Applicable Law/Jurisdiction/Disputes: This Agreement shall be governed and enforced under the laws of the Commonwealth of Pennsylvania without regard to conflicts of laws principles. Any controversy, claim or dispute arising out of or relating to this Agreement or the breach hereof, shall be submitted to arbitration in the City of Pittsburgh in accordance with the rules of the American Arbitration Association then in effect and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any decision by the arbitrator(s) in accordance with this section shall be conclusive on the issues presented for arbitration and no appeal shall be allowed therefrom. This provision shall not impair or be in lieu of the rights of either Party to seek injunctive relief in a court of competent jurisdiction. Any such legal action, suit or proceeding arising out of or relating to this Agreement or the breach hereof shall be instituted in an appropriate state or federal court located in Allegheny County, Pennsylvania and each Party hereto irrevocably consents to such jurisdiction and venue and waives all objections thereto. The terms of this Section shall survive the expiration or termination of this Agreement.

- 16. Relationship of Parties. This Agreement shall not be construed to create or imply any relationship between the Parties other than that of independent contractors. Each Party hereby acknowledges full responsibility for the payment of its own expenses in connection herewith, including but not limited to any and all taxes. The Parties shall fully comply with all applicable laws, regulations and ordinances in the course of their performance of their services, commitments and obligations under this Agreement.
- 17. Miscellaneous: The failure of either Party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement. The payment or acceptance of fees or charges for any period after a default shall not be deemed a waiver of any right. This Agreement, together with any and all exhibits hereto, constitute the entire understanding of the Parties with respect to the subject matter hereof and may not be amended except by a written agreement executed by both Parties. This Agreement shall be binding upon the Parties and their respective heirs, successors and assigns. Notwithstanding the foregoing, neither Party shall have the right to assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the other Party. All notices hereunder shall be in writing, shall be delivered to the addresses and contact persons identified in Part A of this Agreement and shall be effective: (i) when personally delivered; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted via fax (with receipt confirmed); or (iv) three business days following deposit in the U.S. mail, postage prepaid, registered or certified, return receipt requested. The terms of this Section shall survive the expiration or termination of this Agreement.

#### PART 8: Exhibit 1

#### DECLARATION

1.	I,print or type name	, am the print or type job title	of print or ty	pe name of Sponsor	_("Sponsor").
2.	to and/or assigned to condi		itute's properti	es as part of the Sponso	etors of Sponsor, who are expected orship Acknowledgements have
3.	I have received from and am maintaining, the documentation specified under Act 153 to confirm that each Sponsor employee and representative, including any owner/proprietor of Sponsor, who is expected to and/or assigned to conduct activities on Carnegie Institute's properties as part of the Sponsorship Acknowledgements has either secured all clearances specified under Act 153 or is qualified as a provisional employee under Act 153.				
	swear and affirm that the info the penalties of 18 Pa.C.S.		e and correct.	I understand that false	statements made herein are made
				Signature of Declarant	



## Memorandum of Understanding

Memorandum of Understanding for the partnership between Reach Cyber Charter School and Keystone Kidspace.

#### **Lead Organization:**

Reach Cyber Charter School 750 East Park Drive, Suite 204 Harrisburg, PA 17111

#### **Partnering Organization:**

Keystone Kidspace 10 East Hamilton Avenue York, PA 17401

This Memorandum of Understanding (MOU) is made and entered into by Reach Cyber Charter School (Reach Cyber) and Keystone Kidspace. The entities listed below may collectively be referred to as the parties in this MOU.

#### I. PURPOSE:

The purpose of this MOU is to partner Keystone Kidspace, whose primary mission is to offer space for the combination of freedom to play with a focus on STEAM, with Reach Cyber Charter School. Reach Cyber families may access Keystone Kidspace during mutually agreed-upon times over the course of this partnership.

The start date for the term of this agreement will be **July 17, 2024**, and the end date will be **June 16, 2025**. Both parties agree to meet at least one month prior to the term's expiration to discuss extension or termination.

#### **II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:**

The parties agree that it is to their mutual benefit and interest to work cooperatively in providing Reach Cyber students an opportunity to utilize STEM makerspace for the purpose of expanding their learning.

The parties to this MOU have individual responsibilities regarding the partnership.

Reach Cyber and Keystone Kidspace will both be active partners in communicating about events being held at the facility.

#### **KEYSTONE KIDSPACE WILL PROVIDE:**

- Two usages of the facility per month of the agreement for the purpose of in-person STEM camps, carpentry programs, metal-working demonstrations, in-person staff professional development, and other educational programming offered by Reach Cyber, not to exceed four hours in length. Usage includes the Mess Hall and Digital Lab. Scheduling of facility use will be made with a minimum of two months' notice. Any request involving assistance from Keystone Kidspace staff or usage of any consumable materials will be paid separately on a case-by-case basis. Reach Cyber will assign one point of contact responsible for all reservations.
- 300 general admissions to the facility to be distributed to Reach Cyber families for use during the term
  of the agreement.

#### REACH CYBER CHARTER SCHOOL WILL PROVIDE:

- A fee of \$15,000 for the term of this agreement, payable after approval at the school board meeting held in July 2024.
- Certificate of insurance.
- Electronic Keystone Kidspace waivers to all students and program participants to be completed prior to their first visit.
- School logo and mission/vision information.

#### III. INSURANCE:

At all times during the term of this MOU, Keystone Kidspace will maintain at its own expense liability insurance in an amount adequate to protect against any liability arising from the service to be provided by Keystone Kidspace under this MOU. The liability insurance shall be of the type customarily obtained in Keystone Kidspace's field.

Keystone Kidspace is not liable for any or all claims, actions, liabilities, losses, expenses, damages, and costs including but not limited to attorney fees, settlement expenses, that may at any time be incurred by reason of any claim, suit, action, or other proceeding that is based on, or arises from, the partner/memorandum of agreement.

#### IV. IT IS MUTALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

This MOU is executed as of the effective date listed above and is in effect until either party, in writing, with a 30-day notice decides to terminate this agreement.

By: Jane Swan

CEO

Reach Cyber Charter School

Signed:

On this data

By: Jessica Brubaker

Co-Founder and Executive Director

Keystone Kidspace

Signed: \_\_\_

On this date:

#### Memorandum of Understanding

#### Between

Pennsylvania Chapter Independent Electrical Contractors (IEC)

and

#### Reach Cyber Charter School

This Memorandum of Understanding (MOU) sets for the terms and understanding between the Pennsylvania Chapter Independent Electrical Contractors (PA IEC) and Reach Cyber Charter School (Reach) for students participating in the pre-apprenticeship program with PA IEC apprenticeship program.

#### **Background**

This partnership is important as Reach continues to work with youth throughout the state of Pennsylvania to show them a pathway to apprenticeship.

#### Purpose

This MOU will outline the expectations of both parties during the 24-25 school year.

The above goals will be accomplished by undertaking the following activities:

- Reach will select students to participate in the pre-apprenticeship program and work with PA IEC to have all necessary paperwork and information submitted
- Each student must complete the entire pre-apprenticeship program with a 70% or higher in order to qualify for bonus ranking points during our open enrollment for the PA IEC apprenticeship program and must obtain a completion certificate.
- Reach will be responsible for all fees associated with the pre-apprenticeship program
- PA IEC will be responsible for providing information on grades, curriculum, and expectations associated with the program. PA IEC will also provide Charter information on the open enrollment process for the apprenticeship program.
- Reach will be responsible for oversight of each student as it pertains to completion of materials.
- Applicants who obtain a completion certificate with a 70% or higher will receive 10 bonus points in PA IEC's apprenticeship application and qualification process.

#### Reporting

Should the pre-apprentices not obtain a passing grade of at least 70%, they will not receive bonus points in the apprenticeship application process.

#### **Funding**

This MOU is not a commitment of funding. Tuition of \$2300 shall be billed in two installments and due prior to the start of each semester. For those attempting to qualify for the apprenticeship program following completion of the pre-apprenticeship program, a \$100 application fee is required during the application process for PA IEC. Additional funds may be available through the workforce investment board but obtaining those shall be solely the responsibility of Reach and/or the student.

#### Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from PA IEC and Reach. This MOU shall become effective upon signature by the authorized officials from the listed partners and will remain in effect until modified or terminated by any one of the partners by mutual consent. In the absence of mutual agreement by the authorized officials from PA IEC and Reach this MOU shall end on May 31, 2025.

Date: 7/18/24

#### **Contact Information**

IEC Pennsylvania Loni Warholic **Executive Director** 131 State Street Harrisburg, PA 17101 execdir@iecpennsylvania.org

Reach Cyber Charter School 750 East Park Drive Suite 204 Harrisburg, PA 17111 717-745-5092

Date: 7/9/24 Washolic (Partner signature) Loni Warholic, IEC Pennsylvania, Executive Director

Reach Cyber Charter School JD Smith, Director of EDIB & Careers



#### **Pledge Agreement**

This pledge agreement is entered into on the 11th day of June 2024, between Reach Cyber School ("Reach") and the Da Vinci Discovery Center of Science Technology, ("Da Vinci"). Reach desire/s to make a gift commitment to Da Vinci in the amount of \$40,000, (Forty thousand dollars), as described more fully below, in accordance with the terms and conditions of this Commitment. Da Vinci desires to accept the gift subject to such terms and conditions set forth in this agreement.

In consideration of the mutual promises herein contained, the parties to this Agreement agree as follows:

- 1. Reach agrees to pay this \$40,000 pledge to be invoiced on July 17, 2024.
- 2. In recognition of the charter school's generosity, Da Vinci will provide the following sponsorship benefits through June 30, 2025:
  - 200 free <u>field trip admissions</u> for Reach families.
  - A 15% discount on Da Vinci Science Center memberships for Reach families.
  - One facility rental to accommodate a Back-to-School Celebration including complimentary admission for Reach families on <u>Tuesday, September 17, 2024</u>. Event hours will be from 3:00 pm to 6:00 pm with access for REACH staff set-up and clean-up for one hour prior to and after the event. Any decorations, audio-visual rentals or catering would be at Reach's expense. Catering must be arranged through Da Vinci's concession partner, Aramark. Reserved space: Science Theatre.
  - One facility rental to accommodate the Winter STEM Challenge including complimentary admission for REACH families on a <u>mutually agreed upon date in January 2025</u>. [See event details below.]
  - One facility rental to accommodate the Read Across America Day including complimentary admission for REACH families on <u>March 3 or March 7, 2025</u>. [See event details below.]
  - One facility rental to accommodate Pi Day including complimentary admission for REACH families on a March 14, 2025. [See event details below.]
  - Event Details for Winter STEM Challenge, Read Across America Day and Pi Day: Event hours will be from 10:00 am to 1:00 pm for students with access for REACH staff set-up and clean-up for one hour prior to and after the event. A 25 minute lunch time will be assigned for students and teachers to eat in the Leo's Café. Students and teachers may bring lunch boxes or purchase lunch from the café. The event space will be the Science Theatre. The Theatre will be set with 6 tables to accommodate separate learning activity stations.
  - 10 Summer camp registrations for Reach students.
  - A 10% discount for additional Reach students to attend camps.
  - Recognition as the sponsor of the School's Out Camp Program and Summer Camp Program during the agreement period.
  - Career experience assistance for Reach Cyber Schools female high school students via The WISE Forum Sponsorship of \$5,000. The primary purpose of the WISE Forum is to introduce female high school and college students to strong role models who have pursued STEM leadership opportunities in different industries and to inspire those students to expand their career aspirations. The event features a networking dinner for female mentors and students, followed by a public discussion featuring a panel of distinguished female leaders in STEM from across the nation.
- 3. Da Vinci is recognized by the United States Internal Revenue Service as a 501(c)(3) tax-exempt organization. Donors are responsible for seeking the advice of their tax advisor to determine whether their charitable contributions are tax-deductible.



- 4. The terms and conditions of this Commitment may not be orally amended, modified, or altered, but may be amended, modified, or altered only in writing signed by the Donor(s) and Da Vinci.
- 5. This Commitment shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

Acknowledged by:

Jane Swan

Chief Executive Officer

Reach Cyber Charter School

08.08.24

Date

MaryEllen Dickey

Chief Philanthropy Officer

Da Vinci Science Center

#### ARTICULATION AGREEMENT

#### <u>Parties</u>

Associated Builders and Contractors, Keystone Chapter Reach Cyber Charter School

#### **Trades**

Assembler, Metal Buildings Heavy Equipment Operator Plumbing
Carpentry HVAC Sheet Metal
Construction Craft Labor Masonry Roofing

Electrical Pipefitting Other trades may be added

#### **Terminology**

OJT – On-the-job training hours. Earned only while doing actual work outside of the classroom.

#### **Program Oversight**

 Reach Cyber Charter School shall have one designated liaison responsible for facilitating this agreement with ABC Keystone.

#### Record Keeping/Other

 Students will be required to complete and submit a Pre-Apprenticeship Agreement as required by the PA Department of Labor & Industry.

#### Cost

 $\overline{\phantom{a}}$ The cost per student to attend the pre-apprenticeship is between \$2,000 and \$2,500, depending on cohort.

## Advancement in Keystone ABC Apprenticeship Program

Criteria for Reach Cyber Charter School graduates and pre-apprenticeship participants to come into the ABC Keystone registered apprenticeship program at a different level than the beginning will be dependent on the following:

- A. Requirements to Articulate into Level I of the ABC Keystone registered apprenticeship program
  - A transcript will be submitted by Reach Cyber Charter School to ABC Keystone.
  - Students applying for the ABC Keystone registered apprentice program will be asked to submit a letter of reference from their program instructor.
  - Students must take all module written tests, with score of 70% or higher.
  - Students must pass all module <u>performance</u> tests.
  - Equivalent instruction and testing from multiple curricula are acceptable, conditioned on covering the same knowledge and skill proficiencies/competencies.
  - Any student desiring to advance beyond level one will be afforded the opportunity to test out utilizing ABC Keystone's standard test-out procedure.
  - To qualify for advancement to a higher level of the Keystone ABC academic program, the student must maintain a 95% attendance record during his/her attendance at Reach Cyber Charter School. (Exceptions will be made for extenuating circumstances)

<ul> <li>Students may earn OJT hours while op jobs, if applicable.</li> </ul>	working on projects outside the classroom and while on co-
Cindy DeWire, Director of Apprenticeship ABC Keystone Apprenticeship and Training Trust	Date: 8/26/24
D Smith Reach Cyber Charter School	Date:10 . 1 . 2024

#### ARTICULATION AGREEMENT

#### <u>Parties</u>

Associated Builders and Contractors, Keystone Chapter Reach Cyber Charter School

#### **Trades**

Assembler, Metal Buildings Heavy Equipment Operator Plumbing
Carpentry HVAC Sheet Metal
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Electrical Pipefitting Other trades may be added

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Cindy DeWire, Director of Apprenticeship ABC Keystone Apprenticeship and Training Trust	Date: 8/26/24
D Smith Reach Cyber Charter School	Date:10 . 1 . 2024



## Memorandum of Understanding

Memorandum of Understanding for the partnership between **Reach Cyber Charter School and Discovery Space** & The Rivet.

Effective start date: July 17, 2024

#### **Lead Organization:**

Reach Cyber Charter School 750 East Park Drive, Suite 204 Harrisburg, PA 17111

#### Partnering Organization:

Discovery Space & The Rivet 1224 North Atherton Street State College, PA 16803

This Memorandum of Understanding (MOU) is made and entered into by Reach Cyber Charter School (Reach Cyber) and Discovery Space & The Rivet. The entities listed below may collectively be referred to as the parties in this MOU.

#### I. PURPOSE:

The purpose of this MOU is to partner Discovery Space & The Rivet, whose primary mission is to provide engaging science experiences that spark creativity, curiosity, and imagination, with Reach Cyber Charter School. Reach Cyber families may access Discovery Space during mutually agreed-upon times over the course of this partnership.

The start date for the term of this agreement will be **July 17**, **2024**, and the end date will be **June 16**, **2025**. Both parties agree to meet at least one month prior to the term's expiration to discuss extension or termination.

#### **II. STATEMENT OF MUTUAL BENEFIT AND INTEREST:**

The parties agree that it is to their mutual benefit and interest to work cooperatively in providing Reach Cyber students and opportunity to utilize STEM makerspace for the purpose of expanding their learning.

The parties to this MOU have individual responsibilities regarding the partnership.

Reach Cyber and Discovery Space will both be active partners in communicating about events being held at the facility.

#### **DISCOVERY SPACE WILL PROVIDE:**

- 2 (two) usages of the facility per month of the agreement for the purpose of in-person STEM camps and other educational programming offered by Reach Cyber, not to exceed four hours in length.
  - Programs must be held during Discovery Space's normal operating hours.
  - Scheduling of facility use will be made with a minimum of one month's notice. Any request involving assistance from Discovery Space staff or usage of any consumable materials will be paid separately on a case-by-case basis. Reach Cyber will assign one point of contact responsible for all reservations.

150 general admissions to the facility to be distributed to Reach Cyber families for use during the term
of the agreement.

#### **REACH CYBER CHARTER SCHOOL WILL PROVIDE:**

- A fee of \$10,000 for the term of this agreement, payable after approval at the school board meeting held in July 2024.
- Certificate of insurance.
- School logo and mission/vision information.

#### **III. INSURANCE:**

At all times during the term of this MOU, Discovery Space will maintain at its own expense liability insurance in an amount adequate to protect against any liability arising from the service to be provided by Discovery Space under this MOU. The liability insurance shall be of the type customarily obtained in Discovery Space's field.

Discovery Space is not liable for any or all claims, actions, liabilities, losses, expenses, damages, and costs including but not limited to attorney fees, settlement expenses, that may at any time be incurred by reason of any claim, suit, action, or other proceeding that is based on, or arises from, the partner/memorandum of agreement.

## IV. IT IS MUTALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

This MOU is executed as of the effective date listed above and is in effect until either party, in writing, with a 30-day notice decides to terminate this agreement.

By: Jane Swan

CEO

Reach Cyber Charter School

Signed:

On this date

By: Madison Flaherty

Chief of Staff

Discovery Space & The Rivet

Signad

On this date:

date: (d

#### **DUAL CREDIT AGREEMENT**

THIS DUAL CREDIT AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature (the "Effective Date") by and between Cedar Crest College ("CCC"), an independent non-profit institution of higher education located at 100 College Dr., Allentown, PA 18104 and Reach Cyber Charter School (the "School District") located at 750 E. Park Dr. #204, Harrisburg, PA 17111, with the two entities collectively referred to as the "Parties."

WHEREAS, Cedar Crest College is an institution of higher education that offers bachelor's, master's, doctoral degrees and other post-secondary academic credentials in the arts and sciences, pre-professional licensure and certification preparation, advanced practice disciplines, and a variety of other academic fields; and

WHEREAS, CCC offers dual-credit coursework (the "Program") to certain qualified high-school students both through its on-campus Early College for High School Students ("EC") dual-enrollment program as part of the undergraduate Women's College and through its co-educational, online Dual Credit Academy ("DCA"); and

WHEREAS, CCC is institutionally accredited by the Middle States Commission on Higher Education (MSCHE); and

WHEREAS, the School District is a secondary school that offers secondary degree programs; and

WHEREAS, the Parties wish to enter into an articulation agreement establishes the policies and procedures that will enable students to enroll in the Program of dual-credit coursework by which they may concurrently earn credit toward secondary and post-secondary degrees; and

WHEREAS, Pennsylvania requires, under 24 P.S. §15-1525, school entities to enter into at least one dual-credit agreement with an Institution of Higher Education approved to operate in Pennsylvania if they wish to offer dual-credit coursework to their students; and

WHEREAS, the Parties desire to define their roles and responsibilities with respect to the Program consistent with the laws of the Commonwealth of Pennsylvania.

NOW, THEREFORE, in consideration of the premises and mutual covenant herein contained, and intending to be legally bound hereby, the parties hereto agree as follows.

#### 1. Term and Termination.

- (a) <u>Term</u>. This Agreement shall commence on the Effective Date and shall continue for a period of five (5) years. Upon the expiration of this Agreement, this Agreement shall automatically renew for successive twelve (12) month periods.
- (b) <u>Termination of Agreement</u>. This Agreement may be terminated by either party, with or without cause, at any time, upon sixty (60) days prior written notice to the other party; provided,

however, that any student already enrolled and participating in dual-credit coursework as of the effective date of termination shall be permitted to complete their then-current coursework.

#### 2. Student Eligibility and Enrollment

Students who meet the following criteria are eligible to participate in the Program:

- (a) Students have met the admission criteria for the Early College for High School Students/Dual Credit Academy programs identified in the current CCC undergraduate catalog for the year they wish to enroll.
- (b) Students are a high-school junior or senior, as determined by School District policies.
- (c) Exceptions for underclass high-school students (freshman or sophomores) are considered on a case-by-case basis. These students must submit the enrollment application, signed by the School District, a high-school transcript and a letter or recommendation from the School District
- (d) The student must submit an application form, signed by the School District to the relevant CCC Office of Admissions, along with an official high-school transcript.
- (e) Students who have graduated from high school are not eligible for the Program.
- (f) Students who are matriculated into degree programs at CCC are not eligible for the Program.

#### 3. Courses Offered

- (a) CCC will share the list of courses eligible for the Program with the School District.
- (b) Whenever possible, CCC courses are aligned to the student's high-school graduation requirements, the requirements of a Career and Technical Education (CTE) program offered by the School District, or a career pathway offered by the School District.
- (c) Whenever possible, CCC courses available through the Program shall not supplement or supplant courses offered by the School District to its secondary school students.
- (d) CCC courses offered through the Early College for High School Students (EC) program through the Women's College may be offered through the CCC Allentown campus in person, online or as a combination of in-person and online (hybrid/hyflex).
- (e) CCC courses offered through the Dual Credit Academy (DCA) are delivered online via CCC's partnership with TEL Education (www.tel-education.org) to offer high-quality, affordable online dual-credit courses. CCC faculty have evaluated and approved DCA TEL Education courses for their content, rigor, student learning outcomes, and credit toward CCC degrees.
- (f) Credits earned by students enrolled in the Program, through both EC and DCA courses, shall be equivalent to the credits offered to a postsecondary school student regularly enrolled at CCC, including without limitation enforced prerequisites, and the use of an identical curriculum, assessments and instructional materials, and shall be recorded on a CCC transcript which shall be available upon request to any student enrolled in the Program. Course descriptions are publicly available in the CCC Undergraduate Catalog, which is accessible through the CCC Office of the Registrar's website.
- (g) The CCC courses will be non-remedial or developmental to college-level student learning outcomes.

#### 4. Program Instruction

- (a) Early College (EC) courses for the Program will be taught by instructors hired and approved by CCC. Program courses may be taught CCC's Allentown campus or at a School District location, as determined by CCC and the School District.
- (b) In compliance with Pennsylvania Child Protective Services Law and CCC policy, CCC will confirm that CCC faculty who teach EC classes in which dual-credit students under the age of 18 are registered are required to have the following three clearances: a state criminal background check, a Pennsylvania Child Abuse History Clearance Form (CY-113), and a Federal (FBI) Fingerprint Criminal Background Check (Criminal History Report) and that they have completed CCC mandatory reporter training as required by CCC policy in effect from time to time.
- (c) Program Dual Credit Academy (DCA) courses are be taught remotely, without direct contact with DCA students on the CCC campus, by online instructors employed by TEL Education. TEL Education requires all DCA instructors to successfully complete background clearances that include a national criminal search, social security trace, and sex offender registry search. CCC reviews and authorizes DCA TEL Education instructors for academic qualifications.

#### 5. Course registration process and deadlines

- (a) Students in the Program may schedule a total number of academic credits in each of the fall and spring semesters or in the summer term as approved by the School District (e.g., by a guidance counselor).
- (b) The School District and CCC must both approve each student's course selection prior to enrollment for any student seeking participation in the Program.
- (c) The School District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling the appropriate secondary school graduation requirements.
- (d) CCC will award postsecondary credits to students who successfully complete courses in the Program. CCC will apply these credits in the same manner as for other regularly enrolled, matriculated CCC students under the policies of the then-current Undergraduate Catalog for when they enrolled in the courses.
- (e) If a Program student becomes a regularly enrolled, matriculated student at CCC following graduation from secondary school, CCC shall recognize credits earned in the Program as applying toward the student's degree requirements as it would for any other regularly enrolled, matriculated, postsecondary student who took the courses.
- (f) CCC will transcript dual-credit courses for students in the Program, whether DCA or EC, as it would for any other regularly enrolled student. Students may request an official transcript of their coursework through the CCC Registrar Office, for an additional fee per each transcript

- requested.
- (g) Students completing courses in the DCA Program may earn a maximum of fifty-nine (59) academic credits in DCA courses delivered by TEL Education (49% of a 120-credit bachelor degree). For the EC program, there is no maximum limit to students earning academic credit through EC courses, except as may be provided by School District policy.

#### 6. Communication of Program

Both CCC and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures outlined in this agreement to parents and students.

#### 7. Additional Administrative Responsibilities

#### (a) Data Sharing and Cooperation

- 1. The Family Educational Rights and Privacy Act of 1972 ("FERPA"), 20 U.S.C. § 1232g and its implementing regulations allows student education records to be shared between CCC and the School District without the need for signed releases from students or parents. If the student is under eighteen (18) years of age, parents/guardians retain the right under FERPA to inspect and review any educational records maintain by the School District, including records that the College has disclosed to the School District. CCC and the School District shall meet FERPA requirements to maintain the privacy of student data.
- 2. The Registrar Office of CCC will provide information on the following items to the School District:
  - The names of students enrolled in dual enrollment.
  - Courses that were taken by each student.
  - · Grades earned by the student
- 3. CCC will notify the School District of any mid-semester or mid-term progress reports that indicate that a dual-credit student is in risk of failing a course.
- 4. CCC and the School District's academic affairs, registrar, and advising offices will collaborate, on a schedule as may be needed, to ensure the successful operation of this dual-credit articulation agreement. The Parties agree, through their designated representatives, to monitor the performance of this Agreement to strengthen the articulation between CCC and the School District.

#### (b) Program Costs

1. CCC's tuition for Dual Credit Academy (DCA) courses, delivered online in partnership with TEL Education, is \$200 for a 3-credit-hour course, per student (or \$66.67 per credit), effective with the 2023-2024 academic year. CCC reserves the right to change this tuition rate annually, as published in its Undergraduate Catalog and on the CCC website.

- 2. CCC's tuition for Early College (EC) courses is \$450 for a 3-credit-hour course, per student (or \$150 per credit). CCC reserves the right to change this tuition rate annually, as published in its Undergraduate Catalog and on the CCC website.
- 3. Students are responsible for paying all applicable student fees or textbook costs associated with an EC course.
- 4. Students may not apply additional CCC discounts (e.g., CCC employee discounts for dependents or discounts through the Pathways to Professional Excellence program) to the Program's tuition rates.
- 5. If grant funding is provided by the School District for student enrollment in the Program, it will be forwarded to CCC to reduce the cost of tuition and fees.
- 6. The CCC Student Financial Services Office (EC courses) or TEL Education (DCA courses) will directly bill the student/parents/guardian for the outstanding balance of any Program student's tuition and fee costs after all adjustments and grant funding are applied.
- 7. Students are responsible for their own transportation to and from CCC, as may be needed.
- 8. Disability Services. Students in the Program are admitted without regard to disability and are held to the same standards and expectations as all other regularly enrolled CCC students.
  - (a) For Early College courses (EC), students are responsible for contacting the CCC Office of Student Accessibility Services to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.
  - (b) For Dual Credit Academy courses (DCA), students are responsible for contacting TEL Education to seek out accommodations under the Americans with Disabilities Act ("ADA") and to self-disclose any disabilities.
  - (c) Accommodations provided by CCC (EC course) or TEL Education (DCA courses) may not be the same as those contained in the student's Individualized Education Program and 504 program processes receive at their secondary institution.
  - (d) School District may work in collaboration with the CCC Office of Student Accessibility Services (EC courses) or TEL Education (DCA courses) in connection with seeking reasonable accommodations under the ADA. Students interested in the Program may engage with the CCC Office of Student Accessibility Services (EC courses) or TEL Education (DCA courses) upon acceptance into the Program and any accommodation letters would be issued upon enrollment.

#### 9. Non-Discrimination

CCC and the School District agree that, in performing their obligations pursuant to this Agreement, each shall provide an academic and working environment free from discrimination and harassment. Discrimination, harassment and retaliation on the basis of protected status, including an individual's race, color, creed, ethnicity, ancestry, national origin, genetic information, sex, gender, gender identity or expression, sexual orientation, age, religion, marital status, veteran status, disability or physical ability, socioeconomic background, or other legally protected classification, are unlawful and strictly prohibited.

#### 10. Miscellaneous Provisions

- (a) Independent Contractor Status of the Parties. The parties hereby acknowledge that they are independent contractors, and neither CCC nor any of its agents, representatives, students or employees shall be considered agents, representatives or employees of the School District and, further, neither School District nor any of its agents, representatives or employees shall be considered agents, representatives or employees of CCC. In no event shall this Agreement be construed or represented by either party as establishing a partnership or joint venture or similar relationship between the parties hereto. CCC and the School District shall be liable for their respective debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits on behalf of their respective employees.
- (b) Responsibility. Each party shall be responsible for its own acts and omissions, and those of its trustees, directors, officers, employees, and agents.
- (c) <u>Notices</u>. All notices, requests and other communications pursuant to this Agreement shall be in writing and sent by first class mail or email to each party to the following address, or by email:

CCC:

Office of Admissions Cedar Crest College 100 College Drive Allentown, PA 18104 admissions@cedarcrest.edu

ATTN: Stephanie Walker, Vice President of Enrollment Management

Stephanie.Walker@cedarcrest.edu

SCHOOL DISTRICT:	
Reach Cyber Charter School	
750 E. Park Dr. #204	
Harrisburg, PA 17111	•
	•

(a) Entire Agreement. This Agreement contains the entire agreement between the Parties, and supersedes all prior and contemporaneous understandings, whether written or oral, with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing signed by both Parties.

- (b) Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Should a dispute arise under the terms of this Agreement, CCC and the School District recognize and accept that the Court of Common Pleas for Lehigh County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania shall have exclusive jurisdiction and venue.
- (c) Execution; Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement or document. Signatures and signed copies of this Agreement transmitted by facsimile, email or other means of electronic transmission shall constitute effective execution and be deemed to have the same legal force and effect as delivery of an original executed copy of this Agreement for all purposes.
- (d) No Waiver. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by any other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.
- (e) Non-Exclusive. This Agreement is not an exclusive contract between Parties, and nothing in this Agreement shall be construed as limiting the right of either Party to affiliate or enter into other agreements with any other entity, on either a limited or general basis, while the Agreement is in effect.
- (f) <u>Publicity</u>. Neither party may use the name, logos, or marks of the other without the prior written consent of the other party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

For the School District:	
Janu Swan Superintendent	Q, 4.25 Date
Coy dur	5/22/25
High School Principal	Date
For Cedar Crest College:  Clip ditt M. Mode  Elizabeth Meade (Jun 5, 2025 12:39 EDT)	
Elizabeth M. Meade, PhD	Date
President	
Stephanie Walker (Jun 6, 2025 06:04 EDT)	
Stephanie A. Walker, MLS	Date

Vice President for Enrollment Management

# Dual Credit Academy - CCC & Reach Cyber Charter School

Final Audit Report 2025-06-06

Created: 2025-06-05

By: Barbara Deitrick (bedeitri@cedarcrest.edu)

Status: Signed

Transaction ID: CBJCHBCAABAArXz14voRVA3S-qUPbCk5RKIbw3KFJk-U

## "Dual Credit Academy - CCC & Reach Cyber Charter School" Hi story

- Document created by Barbara Deitrick (bedeitri@cedarcrest.edu) 2025-06-05 4:28:28 PM GMT- IP address: 204.186,249,30
- Document emailed to Elizabeth Meade (emeade@cedarcrest.edu) for signature 2025-06-05 4:31:13 PM GMT
- Email viewed by Elizabeth Meade (emeade@cedarcrest.edu)

  2025-06-05 4:39:12 PM GMT- IP address: 174,216,144,143
- Document e-signed by Elizabeth Meade (emeade@cedarcrest.edu)
  Signature Date: 2025-06-05 4:39:41 PM GMT Time Source: server- IP address: 174.216.144.143
- Document emailed to stephanie.walker@cedarcrest.edu for signature 2025-06-05 4:39:42 PM GMT
- Email viewed by stephanie.walker@cedarcrest.edu 2025-06-06 10:04:14 AM GMT- IP address: 73.175,209,209
- Signer stephanie.walker@cedarcrest.edu entered name at signing as Stephanie Walker 2025-06-06 10:04:57 AM GMT- IP address: 73.175,209,209
- Document e-signed by Stephanie Walker (stephanie.walker@cedarcrest.edu)

  Signature Date: 2025-06-06 10:04:59 AM GMT Time Source: server- IP address: 73.175.209.209
- Agreement completed.
   2025-06-06 10:04:59 AM GMT



#### **DUAL ENROLLMENT AGREEMENT**

This Agreement is entered between the **Reach Cyber Charter School** (the "District") and **Mercyhurst University** (the "University").

#### BACKGROUND

**WHEREAS**, the University is a postsecondary educational institution that provides college level courses and is desirous of providing such courses to students of the District; and

WHEREAS, the District is desirous of establishing a relationship with the University whereby its students may receive experience in college level education subject to the provisions of this Agreement (referred to hereinafter as "Agreement" or "Contract"),

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

#### I. <u>PURPOSE</u>

The purpose of this Agreement is to allow eligible and appropriately qualified high school students the benefit and advantage of enrolling in Mercyhurst University's Dual Enrollment program, concurrently with high school classes, the benefit of receiving both high school and college credit, and the benefit of experiencing coursework at the college level at a reduced cost to students.

#### II. DUTIES AND RESPONSBILITY OF THE UNIVERSITY

a. Education of Students. The attached Table 1 identifies the specific courses that will be offered to eligible students of the District in the Dual Enrollment program.

The courses listed on Table 1 are subject to change. Additional courses that become available may also be offered to the students upon the mutual agreement of the parties hereto. The University agrees to provide the District with information about any change of the liberal arts (REACH) curriculum, should they occur. The University agrees to provide the District with information about any changes in the course offerings, should they occur.

The University shall assume full responsibility for the classroom education of its students. The University shall be responsible for the administration of the program, the curriculum content, the requirements for participation, grading, graduation, maintenance of records, and faculty appointments. All students are subject to the University's code of conduct, relevant provisions of the Course Catalog, and other applicable University policies and procedures.

b. *Provision of Materials*. The University will be responsible for providing all necessary registration materials to the appropriate district personnel and will provide whatever support is necessary for successful completion of the enrollment process.

c. Student Requirements/Eligibility. Students of the District must complete the University Dual Enrollment Application. Applicants to the University must meet the admissions requirements of the University as well as program requirements. The student must be a high school junior or senior. The student must have a high school cumulative Grade Point Average (GPA) of at least 3.5 and demonstrate readiness for college-level coursework.

The University acknowledges and agrees that, in the event a student is expelled or suspended by the District, the student shall not be permitted to participate in the dual enrollment program during the period of said suspension or expulsion. Under such circumstances and when applicable, the University shall utilize its withdrawal policies and tuition reimbursement policies in order to determine whether the student, the student's parents/guardians, or the District is entitled to a refund of any portion of the tuition costs paid to the University.

- d. Direct Contact with Children. The University shall provide proof of compliance with all applicable requirements of PA Act 153 for any University employees who will have direct contact with children.
- e. The University will assure that courses are non-remedial. The courses shall be identical to those offered when dual enrollment students are not enrolled and shall use identical curriculum, assessments, and instructional materials.
- f. Student Records. The University shall protect the confidentiality of student records, as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall not release information, absent written consent of the student required to do so by law or as dictated by the terms of this Agreement.

#### III. <u>DUTIES AND RESPONSIBILITY OF THE DISTRICT</u>

Student Records. The district shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.

#### IV. MUTUAL TERMS AND CONDITIONS

a. Number of Participating Students. The parties agree that the University will determine class enrollment limits and enrollment will be contingent in individual classes based upon the space available. District students will be given every consideration for class placement.

b. Compensation. Student tuition shall be \$100 per credit. As with the District's other dual enrolment programs that meet the requirements of 24 P.S. 16-1611-B et seq. and the District's eligibility requirements for grant funding, the District, in accordance with the District's Dual Enrollment Resolution and at its sole discretion, unless required to do otherwise by law, may contribute tuition assistance in addition to the University scholarship or any District student who chooses to enroll in the program. The remaining tuition balance will be the responsibility of the student.

Notwithstanding Section V(2) of this Agreement, the parties agree that the District reserves the right to modify the amount of any District contribution at its sole discretion, without the consent of the University, and without the necessity of amending this agreement. The parties understand and agree that said District Contribution is contingent upon a student's voluntary choice to enroll in the University's course(s).

With regard to the circumstances under which a student is permitted to withdraw from a course and the circumstances under which tuition reimbursements afforded when a student withdraws from a course; the University's withdrawal policies and tuition reimbursement policy will be in effect and shall govern all classes covered by this Agreement.

- c. Terms of Agreement. The term of this Agreement shall be three years, from August 30, 2024, through August 29, 2027.
- d. Student Credit. In order to successfully complete a course listed in this Agreement, students must earn a minimum grade of "C." The District will award credit (and determine whether it's a core or an elective credit) for and recognize courses that are successfully completed under this Agreement as fulfilling its graduation requirements; However, the District will award a student no more than one credit for courses successfully completed. During the summer after the completion of the Spring Semester and prior to the start of the Fall semester, regardless of how many courses are successfully completed and regardless of the fact that July 1 marks the beginning of the District's new year. For example, (i) if a student successfully completes one or more courses after the conclusion of the Spring Semester and prior to July 1 and also successfully completes one or more courses on or after July I and prior to the start of the Fall Semester, the District will award only 1 credit; (ii) if a student successfully completes two or more courses after the conclusion of the Spring Semester and prior to July I, the District will award only one credit; or (iii) if a student successfully completes two or more courses on or after July 1 and before the start of the Fall Semester; the District will award only 1 credit.

The University will award post-secondary credit, not to exceed 24 post-secondary credits in any school year, to students who successfully complete courses identified in this agreement as identified below. The University will transcript this credit in a manner similar to other students who take courses at

the institution. If a dual enrollment student becomes a regularly enrolled student at the University following graduation from secondary school, the University shall recognize those credits as applying to the student's degree requirements as it would for any regularly enrolled post-secondary student who took the courses.

- e. Promotional Materials. Both the University and the District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment for dual enrollment to parents and students. Either party may cite the terms of this agreement in its official publications and other student communications.
- f. Transportation. Unless otherwise required by law, the District shall have no obligation to, and shall not be required to, transport students to and from the classroom facilities. In the event the District elects to provide transportation, said decision is discretionary and District transportation can be terminated at any time at the sole and unrestricted discretion of the District.
- g. Notice. All notices hereunder shall be deemed to have been delivered immediately upon hand delivery or, if mailed, then three days after mailing by United States mail when sent by certified or registered mail to the following address:

Reach Cyber Charter School 750 East Park Drive Harrisburg, PA 17111	Mercyhurst University 501 East 38 <sup>th</sup> Street Erie, PA 16546 ATTN: Vice President of Academic Affairs
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## V. TERMS AND CONDITIONS FOR CONTRACTS WHERE UNIVERSITY IS RECEIVING MONEY AND/OR PERFORMING SERVICES

- 1. **Liability.** Neither of the parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Contract.
- 2. Amendments. This Contract represents the complete agreement between parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections, or additions to this contract shall be in writing in the form of a supplemental agreement signed by all necessary parties, shall set forth therein the proposed change, correction, or addition, and shall be approved by the District's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.
- **3. Termination of Contract.** The University or District has the right to terminate the Contract for convenience by providing 30 days written notice of termination to the other party. If semester classes have already commenced prior to termination of this Agreement by either party, the University and District agree to complete all course offerings for the semester in which notice is given.

IN WITNESS WHEREOF, the authorized representatives of each institution sign this Agreement as of the dates shown below.

Reach Cyber Chapter School	Mercyhurst University
Cos Chil	Kathle G. Kg (signature here)
(signature here)	(signature here)
Cody Smith	Kathleen Getz
Principal	President
Reach Cyber Charter School	Mercyhurst University
Date: 12/13/2024	Date: 12/12/24
	Richard W. McCarty
	(signature here)
	Richard McCarty
	Provost and Vice President for
	Academic Affairs
	Date: 12-12-24

Table I—Course Offerings –Mercyhurst University

Course Level	Eligibility
100 Level Courses	Eligible for Dual Enrollment
200 Level Courses	Eligible for Dual Enrollment
300 Level Courses	Not eligible for Dual Enrollment
400 Level Courses	Not eligible for Dual Enrollment

#### Moravian University Dual Enrollment Agreement

This Memorandum of Understanding is entered into on this 1<sup>st</sup> day of August 2024, by and between Moravian University, located at 1200 Main Street Bethlehem, PA 18018, (hereinafter called "Moravian University") Reach Cyber Charter School, with offices located at 750 East Park Dr. Harrisburg, PA 17111 (hereinafter called the "School District"). Moravian University [MU] and the School District may hereinafter be collectively referred to as the "Parties".

1) **MOU Purpose.** The purpose of this MOU is to outline the roles and responsibilities of Moravian University and the Reach Cyber Charter School, that participate in the Dual Enrollment Program (the "Program").

#### 2) **Dual Enrollment Program.**

- a. School District students meeting the qualifications of the Program, as dictated by Moravian University (MU), may be permitted enrollment in the Program, subject to the terms and conditions set forth herein.
- c. Reach students may apply for dual enrollment in courses taught at the MU campus (including courses taught in online, hyflex, and hybrid modalities). Reach students needing learning accommodations for their MU class(es) must file appropriate paperwork with the MU Office of Accessibility Support to receive accommodations. Please note that college- and university-level courses fall under the Americans with Disabilities Act (ADA) regarding accommodations, rather than Act 504, and so exact transfer of accommodations is not guaranteed.
- d. Courses successfully completed at Moravian University may also satisfy School District's graduation requirements, as permitted by Reach. This is not required to participate in the Program and is at the discretion of the School District.
- e. Courses may be offered whatever modality is determined best by the instructor and appropriate academic administrators.
- f. Cost per credit for the 2024-2025 academic year will be \$100 per credit/.25 unit. (Most courses at Moravian University are offered for 4 credit hours = 1 unit.)
- g. Reach students who enroll at Moravian University in winter or summer terms will be charged the same tuition per credit as listed in item 2)f. above. Students may enroll in any winter or summer course where there are seats available and where they met any prerequisites that exist or the course.
- h. Textbooks and related materials purchased hereunder become the property of

**NOW THEREFORE,** for good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. **Students Rights and Responsibilities:** A description of the Program and the rights and responsibilities of the District, Moravian University, and the students participating in the Program (the "students") are set forth on the University's website at http://www.moravian.edu/provost (the "website"). It is the intent of the parties that those rights and responsibilities be expressly incorporated into this Agreement, in addition to

those terms and conditions set forth below. These rights and responsibilities are subject to the 's written approval, which shall not unreasonably be withheld. The parties agree to abide by the terms and conditions contained on the University website, as approved by Reach Cyber Charter School, and in this Agreement.

#### 2. Term:

a. This Agreement is conditioned upon the review and approval of the pending rights and responsibilities described in Paragraph one (1) above. The obligations of either party under this Agreement are not binding unless reviews and approves in writing, the pending rights and responsibilities.

Provided Reach Cyber Charter School approves said rights and responsibilities, the term of this Agreement shall be from July 1, 2024 - June 30, 2025. This Agreement may be renewed for subsequent school years with the written consent of Moravian University and Reach Cyber Charter School. Thereafter, either party may terminate this agreement for any reason and without liability of financial obligation, by submitting written notice to the other party at least three-hundred sixty five (365) days before the last class begins its participation in the Program. The last class of Students shall have the opportunity to complete the Program regardless of written notice of termination being issued by either Party.

#### 3. Student Eligibility:

Students who meet all the following criteria are qualified to participate in the Program:

- a. The Student is enrolled in the Reach Cyber Charter Academy as a high school student in 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> grade;
- b. The Student is making satisfactory progress toward fulfilling applicable secondary school graduation requirements, as determined by the district. The district will determine satisfactory progress based on credits earned.
- c. In order to remain in the Program and take additional dual enrollment courses, the Student must maintain a secondary school grade point average of a 2.0 or C. The Student must also maintain a cumulative minimum grade average of a 2.0 or C in dual enrollment course(s) in which the Student is enrolled, in order to be eligible for additional dual enrollment courses.
- d. A Student who misrepresents their criteria shall immediately be disqualified from any further participation in the Program.

#### 4. Promotional material:

The District shall publicize the Program to prospective students of the Program through various communication avenues, including but not limited to, newsletters to parents, assemblies, and announcements within the High School.

#### 5. Student Credit:

- a. In order to successfully complete a course, Students must earn a minimum grade of "C" or better.
- b. The District will award credit for and recognize courses that are successfully completed under this Agreement as fulfilling its graduation requirements.
- c. Moravian University will award postsecondary credit to Students who successfully complete courses identified in this Agreement in the same manner as that applied for all Moravian University students. If a dual enrollment Student becomes a regularly enrolled Student at the University following graduation from secondary school, Moravian University shall recognize those credits as applying to the Student's degree requirements as it would for any regularly enrolled postsecondary student who took the courses.

### 6. Independent Contractors:

It is agreed that the parties to this Agreement, the Moravian University and Reach Cyber Charter School, are independent contractors with respect to each other, and nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the parties. Neither party shall have the authority to bind the other.

#### 7. **Program Coordinators:**

Reach Cyber Charter School and Moravian University shall designate one representative each who will coordinate and monitor participation in the Program. The University's Program coordinator is:

Carol Traupman-Carr, Ph.D. Provost Moravian University 1200 Main Street Bethlehem PA 18018

The Coordinator for Reach Cyber Charter Academy is:

Cody Smith High School Principal Reach Cyber Charter School 750 East Park Dr. Harrisburg, PA 17111 8. **Nondiscrimination:** The parties shall not discriminate against any person or group of persons on the basis of race, color, religion, age, national origin, ancestry, gender, pregnancy, marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity and/or expression, handicap and disability, atypical hereditary cellular or blood trait, AIDS and/or HIV status, genetic information, service in the Armed Forces of the United States, status as a disabled veteran or as a veteran of the Vietnam era.

9.

**Default:** In the event of a breach or default of any material term or condition of this Agreement by either party, the non-defaulting party shall promptly notify the other party, in writing, of the alleged breach and the other party shall promptly take all reasonable steps necessary to cure the alleged breach. If, after a period of thirty (30) days, the party to whom the written notice of breach was sent has not cured or taken reasonable steps to cure the alleged breach, or otherwise remedied the situation to the reasonable satisfaction of the non-defaulting party, the non-defaulting party may suspend its performance under the Agreement in whole or part, or immediately terminate the Agreement as it deems appropriate under the circumstances.

**Notices:** All notices to the parties hereunder must be in writing, signed by the party giving it. All notices shall be deemed delivered (i) when delivered by hand; (ii) one (1) business day after being sent by Federal Express or other commercial overnight courier or (iii) three (3) days after deposit in the United States mail, postage prepaid, return receipt requested addressed to the parties at the following addresses:

<u>University Representative</u>
Carol A. Traupman-Carr, Ph.D., Provost
Dual Enrollment Coordinator
Moravian University 1200 Main Street
Bethlehem PA 18018

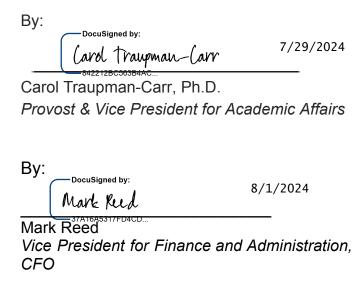
High School Representative
Cody Smith, High School Principal
Reach Cyber Charter School
750 East Park Dr.
Harrisburg, PA 17111

or to such other address as may be hereinafter designated by addendum hereto.

- 10. Waiver: The failure or delay by either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.
- 11. **Assignment:** Neither party shall assign this Agreement without the prior written consent of the other party.
- 12. **Collaboration:** All matters of material concern to the and University in connection with the Program shall be discussed by the parties as the need to do so arises.
- 13. **Choice of Law:** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of law provisions) and the decisions of the Pennsylvania courts. The Parties agree that all lawsuits arising out of this Agreement, wherever derived, shall be resolved in Northampton County in the Commonwealth of Pennsylvania, waiving any claim or defense that such forum is not convenient or proper.
- 14. **Indemnification:** Each party shall indemnify, defend, and hold harmless the other party from any and all losses, damages, claims or costs to persons and property, including attorney's fees, arising from any negligent acts or omissions of its trustees, board members, officers, officials, employees and agents. In no event shall s liability either directly or for indemnity be greater than it could be liable under the Pennsylvania Political Subdivision Tort Claims Act.
- 15. **Integration:** This Agreement constitutes the entire agreement between the parties and there are no oral or other representations regarding the subject of this.

This Agreement supersedes all prior agreements, contracts and understandings, whether written or otherwise, between the parties relating to the subject matter of this Agreement. All changes to this Agreement must be in writing and signed by both parties.

Moravian University



Reach Cyber Charter School

Signed by:

7/19/2024

Jane Swan

By:

Superintendent/CEO

#### NORTHERN PENNSYLVANIA REGIONAL COLLEGE

#### DUAL-ENROLLMENT AGREEMENT WITH REACH CYBER CHARTER SCHOOL 2024-2025

THIS AGREEMENT, is made this 30<sup>th</sup> day of January, 2024 by and between Northern Pennsylvania Regional College, (hereinafter referred to as "NPRC") a post-secondary educational institution in the Commonwealth of Pennsylvania authorized by the Pennsylvania Department of Education to grant associate degrees and the REACH CYBER CHARTER SCHOOL, located at 750 E Park Dr. #204, Harrisburg, PA 17111 (herein after referred to as "District" or "Paying Party") (Federal I.D. #115227871).

#### **BACKGROUND**

WHEREAS, NPRC is an educational institution that provides courses in the area of education and is desirous of providing such an educational experience to students; and

WHEREAS, the District is desirous of establishing a relationship with NPRC whereby its students may receive experience in college-level education subject to the provisions of this agreement (referred to hereinafter as "Agreement" or "Contract"); and

NOW THEREFORE, intending to be legally bound, the Parties hereto agree as follows:

#### I. PURPOSE

The Purpose of the Dual Enrollment Program and this Agreement is to allow eligible and appropriately qualified high school students the benefit and advantage of enrolling in college classes concurrently with high school classes, the benefit of receiving both high school and college credit, and the benefit of experiencing course work at the college level at a reduced cost to students.

#### II. DUTIES AND RESPONSIBILITIES OF NPRC

- a. Selection of Students. NPRC shall have the final responsibility for the selection of qualified students to participate in all classes. Selected students must have the appropriate educational experience. Students may be asked to provide appropriate documentation demonstrating that they meet the qualifications to participate. Students who do not provide appropriate documentation by the date designated by NPRC will not be enrolled in the class.
- b. *Education of Students*. NPRC agrees to offer classes in terms as designated in Appendix A during the 2024-2025 academic year, subject to change based upon college needs.

\*Students who enroll in ENG 110 Writing I are required to enroll in the corequisite support course, ENG 095 Integrated Reading, Writing, and Success Strategies, unless they request and are granted an exemption in alignment with the criteria outlined below:

Students who are currently enrolled in high school as a junior or senior may request and be granted exemption from enrollment in ENG 095 Integrated Reading, Writing, and Success Strategies as a co-requisite to ENG 110 Writing I, if they provide evidence that they meet or exceed ONE of the following standards:

- a. High school GPA of 85/3.25 or higher;
- b. ACT English score of 18 or higher and ACT Reading score of 18 or higher; or
- c. SAT-1 verbal score of 500 or higher.

In addition, students who wish to enroll in ENG 110 Writing I may request exemption from corequisite enrollment in ENG 095 Integrated Reading, Writing, and Success Strategies by completing the Next-Generation Accuplacer exam and receiving a writing scaled score of 254 or higher AND a reading scaled score of 248 if they have a high school GPA between 75/2.5 and 85/3.25 and are currently enrolled in high school as a junior or senior.

\*\*Students who enroll in MTH 120 Foundations of Math or MTH 225 Applied Statistics are required to enroll in the co-requisite support course, MTH 090 Math and College Reasoning Strategies, unless they request and are granted an exemption in alignment with the criteria outlined below:

Students who are currently enrolled in high school as a junior or senior may request and be granted exemption from enrollment in MTH 090 Math and College Reasoning Strategies as a corequisite to enrollment in MTH 120 Foundations of Math or MTH 225 Applied Statistics if they provide evidence that they meet or exceed ONE of the following standards:

- a. High school GPA of 85/3.25 or higher;
- b. ACT Math score of 19; or
- c. SAT-1 Quantitative score of 510

In addition, students who wish to enroll in MTH 120 Foundations of Math or MTH 225 Applied Statistics may request exemption from MTH 090 Math and College Reasoning Strategies by completing the Next-Generation Accuplacer exam and receiving a score of 250 or higher on the arithmetic test AND scaled score of 255 or higher on the quantitative reasoning, algebra, and statistics test, if they have a high school GPA between 75/2.5 and 85/3.25 and are currently enrolled in high school as a junior or senior.

\*\*\*For enrollment in MTH 130 College Algebra, ALL students must meet or exceed ONE of the following standards:

- a. ACT Math Score of 19;
- b. SAT-1 Quantitative Score of 510; or
- c. Concurrent enrollment in MTH 095 Algebra and College Reasoning Strategies.

The list above is subject to change. Some of the courses listed require prerequisite courses which students may or may not have completed. Complete course description are available on the <u>College website</u> in the <u>College Catalog</u>. Additional courses that become available during academic terms may also be offered to the students upon the mutual agreement of the Parties hereto. Courses may be cancelled at the discretion of NPRC.

NPRC shall assume full responsibility for the classroom education of its students. NPRC shall be responsible for the administration of the program, the curriculum content, the requirements for participation, grading, graduation, maintenance of records, and faculty appointments. All students are subject to NPRC policies detailed in the current Catalog.

- c. Provision of Materials. NPRC will be responsible for providing all necessary registration materials to the appropriate district personnel and will provide whatever support is necessary for successful completion of the enrollment process.
- d. Student Requirements/Eligibility. Students must have successfully completed their sophomore year of secondary education, have been granted junior standing to be eligible for admission and enrollment, and have made satisfactory progress toward fulfilling applicable school graduation requirements as determined by the District based on credits earned. Students must have a minimum grade point average of 2.5 for eligibility. All students must have the recommendation of the high school principal and/or guidance counselor.

NPRC staff review transcripts to determine eligibility. In order to remain in this program, the student must maintain a minimum high school grade point average of 2.5. The student also must earn a minimum of C in each completed dual enrollment course.

Enrollment is limited to a maximum of six (6) credit hours during the first semester and a maximum of twelve (12) credit hours during each subsequent semester for dual enrollment students. The maximum credit-hour enrollment permitted includes the total of all credit hours of enrollment at all post-secondary institutions of higher learning.

NPRC acknowledges and agrees that, in the event a student is suspended or expelled by the District, the student shall not be permitted to participate in the dual enrollment program during the period of said suspension or expulsion. Under such circumstances and when applicable, NPRC shall utilize its withdrawal policies and tuition reimbursement policies in order to determine whether the student, the student's parents/guardians, or the District is entitled to a refund of any portion of the tuition costs paid to NPRC.

- e. No Remedial Courses. Dual enrollment students are subject to the same placement standards as all other students as provided by the NPRC Catalog. Courses offered to dual enrollment students are identical to those offered to regularly matriculated students. Required prerequisite coursework requirements are identical to those enforced for courses when dual enrollment students are not enrolled. Co-requisite support courses are provided for ENG 110, MTH 120, MTH 225, and MTH 130 (see II.b. for details).
- f. Direct Contact with Children. NPRC shall provide proof of compliance with all applicable requirements of 24 P.S. § 1-111, 24 P.S. §1-111.1, 24 P.S. §12-1205.6, 22 Pa. Code §8.1, et. seq. and 23 Pa.C.S.A. §6301, et. seq. for any NPRC employee who will have direct contact with children.
- g. Disability Support Services. Dual enrollment students who have a documented disability may seek accommodations for equitable educational access. Support for students is provided on a case-by-case basis in compliance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the ADA Amendments Act of 2008. Students must be able to self-identify as a person with a disability and self-advocate throughout the process. If a dual enrollment student has a high school IEP, certain accommodations may not apply to the college course(s). Students should be directed to <a href="mailto:supportservices@rrcnpa.org">supportservices@rrcnpa.org</a> for further information or to request an accommodation appropriate for college.

#### III. DUTIES AND RESPONSIBILITIES OF THE DISTRICT

- a. Establishment of Classroom Facilities. The District authorizes the use of its facilities as may be agreed upon by the District and NPRC. To ensure the program is equipped for college-level instruction, the school district will provide the following:
  - i. Adequate board space
  - ii. Computer/laptop equipment with projection
  - iii. Internet access that lifts the school district's firewall restrictions during delivery of instruction of dual enrollment courses to ensure comparable delivery of instruction and access to course materials, as found in collegelevel courses.

iv. A classroom for each scheduled course that is available and ready within allotted instructional class time(s).

The school district will designate an official contact who will facilitate classroom needs listed above. The school district will notify NPRC of the name and contact information for the designated liaison.

Apart from NPRC staff, only a proctor or designated school district liaison is permitted to move, unplug, or otherwise manipulate NPRCs classroom equipment.

- a. Student Records. The District shall protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information absent written consent of the student unless required to do so by law or as dictated by the terms of this Agreement.
- b. Recruitment. The District shall recruit and designate such students that it wishes to enroll in the contracted class.

#### IV. MUTUAL TERMS AND CONDITIONS

- a. Number of Participating Students. The Parties agree that NPRC will determine class enrollment limits and enrollment will be contingent in individual classes based upon the space available. District students will be given every consideration for class placement.
- b. Compensation. Tuition shall be \$60 per credit hour (\$180 per 3-credit course). As with the District's other dual enrollment programs that meet all requirements of 24 P.S. 16-1611-B et. seq. and the eligibility requirements for grant funding, the District, in accordance with the District's Dual Enrollment Resolution and at its sole discretion (unless required to do otherwise by law), may contribute tuition assistance in addition to the NPRC scholarship for any District student who chooses to enroll in the program. The remaining tuition amount will be the responsibility of the student/parent(s).

Notwithstanding Section V(2) of the Agreement, the Parties agree that the District reserves the right to modify the amount of any District contribution at its sole discretion, without the consent of NPRC, and without the necessity of amending this Agreement.

The Parties understanding and agree that said District Contribution is contingent upon a student's voluntary choice and the circumstances under which tuition reimbursement is afforded when a student withdraws from a course, NPRC's withdrawal policies and tuition reimbursement policies will be in effect and shall govern all classes covered by this Agreement. In the event NPRC terminates the Agreement for its convenience in accordance with Section V(6)(a) of this

Agreement, the District shall be entitled to a pro-rated refund for services that have been paid for but not yet performed by NPRC.

- c. *Textbook Charges*. Textbook costs will be the responsibility of the student/parent(s).
- d. Term of Agreement. The term of this Agreement shall be from July 1, 2024, through June 30, 2025.
- e. Student Credit. To successfully complete a course listed in this Agreement, students must earn a minimum grade of "C". The District will award credit for, determining whether credit awarded is core or elective, and recognize courses that are successfully completed under this Agreement as fulfilling its graduation requirements. The District awards 1 high school credit per 3 credit hour college course completed under the terms of this agreement. However, the District will award a student no more than one credit for courses successfully completed during the Summer Academic Term (after the completion of the Spring Semester/Spring Academic Term and prior to the start of the Fall Semester/Fall Academic Term), regardless of how many courses are successfully completed and regardless of the fact that July 1 marks the beginning of the District's new academic year. For example, (i) if a student successfully completes one or more courses after the conclusion of the Spring Semester/Spring Academic Term and prior to July 1 and also successfully completes one or more courses on or after July 1 and prior to the start of the Fall Semester/Fall Academic Term, the District will award only one credit; (ii) if a student successfully completes two or more courses after the conclusion of the Spring Semester and prior to July 1, the District will award only one credit; or (iii) if a student successfully completes two or more courses on or after July 1 and before the start of the Fall Semester/Fall Academic Term, the District will award only one credit.

NPRC will award postsecondary credit, not to exceed 30 postsecondary credits in any academic year, to students who successfully complete courses identified in this Agreement as identified above. NPRC will transcript this credit in the same manner other students who take a course at this institution. If a dual enrollment student becomes a regularly enrolled student at NPRC following graduation from secondary school, NPRC shall recognize those credits as applying to the student's degree requirements as it would for any regularly enrolled postsecondary student who took the courses.

- f. Promotional Materials. Both NPRC and the School District agree to provide a mechanism for communicating the educational and economic benefits of higher education as well as the requirements for participation and enrollment procedures for dual enrollment to parents and students.
- g. Committee Members. The Dual Enrollment Committee appointed for the term of this Agreement is comprised of the following individuals:

Jane Swan, Chief Executive Officer, Reach Cyber Charter School

LeeAnn Ritchie, Chief Academic Officer

Cody Smith, High School Principal

JD Smith, Director of Career Readiness

David Taylor, School Board President

Gregory McCurdy, Director of Special Education

Andy Gribbin, Director of Teaching and Learning

Melinda Saunders, Vice President of Academic Affairs and Accreditation Liaison

Officer, Northern Pennsylvania Regional College

Ron Pollock, Director of Early Entry and Instructional Logistics, Northern

Pennsylvania Regional College

Lori McNeal, Registrar, Northern Pennsylvania Regional College

Monica Schloder, Assistant Director of Disability and Career Services, Northern

Pennsylvania Regional College

Notwithstanding Section V(2) of this Agreement, the Parties agree that, in the event that any member of the Dual Enrollment Committee becomes unable to serve in said capacity for any reason during the term of this Agreement, the District or NPRC shall be entitled to select a new member without the need to amend this Agreement.

- h. Termination of Class Offering. Without terminating this Agreement, NPRC or the District may terminate any class offering covered by this Agreement for any reason with ten (10) days' notice prior to the commencement of the class. If any course offering is terminated in accordance with this provision, the Parties agree that NPRC shall not be entitled to any compensation for said course.
- i. Transportation. Unless otherwise required by law, the District shall have no obligation to, and shall not be required to, transport students to and from the classroom facilities. In the event the District elects to provide transportation, said decision is discretionary and District transportation can be terminated at any time at the sole and unrestricted discretion of the District.
- j. *Notice*. All notices hereunder shall be deemed to have been delivered immediately upon hand-delivery or, if mailed, then three days after mailing by United States mail when sent by certified or registered mail, to the following address:

Reach Cyber Charter School 750 E Park Dr. #204 Harrisburg, PA 17111 ATTN: Superintendent

Northern Pennsylvania Regional College 300 2<sup>nd</sup> Avenue, Suite 5 Warren, PA 16365 ATTN: Melinda Saunders Vice President of Academic Affairs and Accreditation Liaison Officer

## V. TERMS AND CONDITIONS FOR CONTRACTS WHERE NPRC IS RECEIVING MONEY AND/OR PERFORMING SERVICES

- 1. Liability. Neither of the Parties shall assume any liabilities to each other. As to liability to each other or death to persons, or damages to property, the Parties do not waive any defense because of entering into this Contract. This provision shall not be construed to limit the District's claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of NPRC or the District.
- 2. Amendments. This Contract represents the complete agreement between the Parties, superseding any other prior or contemporaneous written or oral agreements. Any changes, corrections or additions to this Contract shall be in writing in the form of a supplemental agreement signed by all necessary Parties, shall set forth therein the proposed change, correction, or addition, and shall be approved by the District's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.
- 3. Applicable Law. This Contract shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflicts of law provisions) and the decisions of the Pennsylvania courts. The Paying Party consents to the jurisdiction of any court or administrative tribunal of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Paying Party agrees that any such court shall have personal jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.
- 4. Independent Contractor. In performing the services required by the Contract, each Party will act as an independent contractor and not as an employee or agent of the other Party. The relationship of the Parties to this Contract to each other shall not be construed to constitute a partnership, joint venture, or any other relationship, other than that of independent contractors.
- 5. Conflict in Terms. Should any portion of the Agreement contain terms which conflict with those contained within this page, the terms contained on this page shall unequivocally control.
- 6. Termination of Contract. NPRC or District has the right to terminate the Contract for any of the following reasons. Termination shall be effective upon written notice to the other Party:
  - (a) Termination for Convenience. NPRC or District shall have the right to terminate the Contract for its convenience if it determined termination to be in its best interest. NPRC shall be paid for work satisfactorily completed prior to the effective date of the termination.

- (b) Termination for Cause. NPRC or District shall have the right to terminate the Contract upon written notice for the other Party's default as to any of the terms contained in the Contract between the Parties or by law. If it is later determined that NPRC or District erred in terminating the Contract for cause, then, at NPRC's or District's discretion, the Contract shall be deemed to have been terminated for convenience under subparagraph (a).
- (c) Notwithstanding the provisions of sections (a) and (b) of this section, if semester classes have already commenced prior to termination of this Agreement by either Party, NPRC and District agree to complete all course offerings for the semester in which notice is given, and NPRC shall be paid for work through the completion of the semester in which notice is given.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed the Agreement as of the date previously indicated.

ATTEST: (SEAL) REACH CYBER CHARTER SCHOOL Secretary

NORTHERN REMNSYLVANIA REGIONAL COLLEGE

Melinda Saunders.

Vice President of Academic Affairs and

Accreditation Liaison Officer

# Appendix A NPRC Course Offerings Academic Year 2024-25 \*Courses may be subject to change based upon college needs.\*

Course	Semester Offered			
Designator	( ourse Name	Fall 2024	Spring 2025	Summer 2025
ACC 120	Accounting I	X		
ACC 125	Accounting II		X	
BIO 105	Environmental Biology	X	X	
BIO 110	Human Biology	X	X	
BIO 111	Human Biology Lab	X	X	
BIS 155	Introduction to Business Information Systems		X	
BUS 105	Business Foundations	Х		
BUS 220	Principles of Marketing	X		
BUS 230	Principles of Management		X	
CIS 150	Business Technology	Х	X	
CRJ 110	Introduction to Criminal Justice	Х		
CRJ 200	Corrections	X		
CRJ 225	Criminology		X	
CRJ 230	Police Function		X	
CRJ 235	Criminal Procedure	X		
CRJ 240	Criminal Justice Ethics		X	
CRJ 245	Cyber Crime		X	
CRJ 250	Investigation	Х	X	
CRJ 260	Criminal Law		X	
ECE 220	Children's Literature		X	
ECE 232	Child Development		X	
ECN 220	Microeconomics	X		
ECN 225	Macroeconomics		X	
ECS 245	Meeting the Needs of Children with Exceptionalities	X		
ENG 095	Integrated Reading, Writing, and Success Strategies	Х	Х	
ENG 110	Writing I	X	X	
ENG 115	Writing II	X	Х	X
ENG 210	Business and Professional Communication	X		
FIN 110	Music Appreciation		Х	
FIN 205	Humanities through the Arts	Х		
HST 110	Western Civilization	X	Х	Х
MTH 090	Math and College Reasoning Strategies		X	X
MTH 095	Algebra and College Reasoning Strategies	X		
MTH 120	Foundations of Math		X	X
MTH 130	College Algebra	Х	Х	

PHL 110	Introduction to Philosophy	X	X	X
POL 210	US Government and Politics	X	X	X
PSY 110	Introduction to Psychology	X		х
PSY 210	Human Development		X	
SOC 110	Introduction to Sociology	X	Х	Х
SPC 205	Interpersonal Communication		Х	Х
SPC 210	Public Speaking	Х	Х	
SPS 125	Fundamentals of Private Security Services		Х	
SWK 105	Introduction to Social Work	X		
SWK 205	Human Behavior and the Social Environment I		X	
SWK 210	Human Behavior and the Social Environment II	X		
SWK 215	Human Behavior and the Social Environment III		X	
SWK 230	Human Diversity	х		